ATC Construction Services 3200 Cobb Galleria Parkway, Suite 205 Atlanta, GA 30339 PH: 770.953.9400 FAX: 770.859.9812

VENDOR:

PURCHAS	E ORDI	ER
PURCHASE ORDER NUMBER	REVISION	PAGE
54318	0	1 of 1
This Purchase Order Num order acknowledgements and corresp	, packing lists	pear on all s, cartons,
SHIP TO:		
6706 N. 9th Avenu Pensacola,FL 325 United States		
BILL TO: PO BOX 724267 Atlanta ,GA 31139 United States	9	
 FED ID #: 030427091		

SUPPLIE	R NO.	PROJECT#	DATE OF ORDER/			REVISED DATE/BU	YEK		
53780		22792		Maxwell, L		F.O.B			
PAYMEN Net 3	NT TERMS		SHIP METHOD			FOB DESTINATION			
	T TERMS		REQUESTOR/DEL Bell, Troy	IVERY	,,	(866) 234-6704			
ITEM	PART NUMBE	R/DESCRIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	EXTENDED	Т	
1	BAYOU LABATF & LINE INSTAL SCOPE OF WO o SHIP TO: Address at top	LL PER ORK	23-APR-04				17,500.00	Y	
For	r questions re	garding this PO, please	contact your Projec	t Manager		TOTAL	17,500.00)	
						\			
This	document wa	s duplicated electronic	ally and faxed to the	number liste	d below				
Sun	plier Fax#: (3	19) 232-6774				AUTHORI	ZED SIGNATURE		

- AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior agreements.
- 2. TIME. Time is of the essence of this Order.
- 3. ACCEPTANCE. This Order shall be acknowledged and becomes a binding contract subject to the terms set forth herein when acknowledged in writing or upon commencement of performance by Seller. No change in the Order shall be valid unless agreed to in writing and signed by an authorized representative of ATC.

 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the
- 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the term "goods" shall mean and include all supplies, materials, work, services, equipment or other items whatsoever to be furnished by Seller under this Order.
- 5. INSPECTION. Notwithstanding any prior inspection or test, payment or receiving document, goods are subject to final inspection and acceptance at the destination for delivery stated herein. Payment for goods shall not constitute acceptance.
- 6. WARRANTIES. (a) Notwithstanding inspection and acceptance by ATC of goods furnished under this Order or any provision of this Order concerning the conclusiveness thereof, Seller warrants that all goods furnished will be merchantable quality, will be fit for the purpose intended, and will be free from defects in material, workmanship and design, and conform in all aspects with the specifications and requirements of this Order.
- (b) Seller further warrants that all material and equipment furnished will be of the highest workmanlike quality and acceptable to ATC.
- (c) All Warranties hereunder shall be for a period of one (1) year from the date of delivery or the placement in service of the goods, whichever is later, and shall be warranties of future performance for each warranty year.

 (e) In the event of a breach of warranty hereunder, ATC may, at no increase in Order
- (e) In the event of a breach of warranty hereunder, ATC may, at no increase in Order price or other cost to ATC, either: (1) require the prompt correction or replacement of defective or otherwise nonconforming goods or parts thereof, along with such new or revised data as is associated with the corrective action taken; or (2) retain such goods, whereupon the price thereof shall be reduced by an amount equitable under the circumstances; or (3) correct or replace such goods with similar goods, by contract or otherwise, and charge to Seller for all additional costs caused thereby to ATC.
- (f) Any goods or parts thereof corrected or furnished in replacement pursuant to this clause shall be subject to all the provisions of this clause to the same extent as goods initially delivered. The warranty with respect to such goods or parts thereof shall be equal in duration to the initial warranty period and shall run from the date of delivery or placement in service of such corrected or replaced goods, whichever is later.
- (g) ATC approval of Seller-generated designs, drawings or other technical documents shall in no way relieve Seller of its obligations under this or any other clause of this Order
- 7. UNDERTAKINGS. In all cases wherein ATC is a prime or subcontractor to an Owner and the items hereunder are required by the Prime Contract, then Seller undertakes to ATC all obligations with respect to the items as ATC as subcontractor or as prime contractor, as the case may be, undertakes to the prime contractor or the Owner.
- 8. SCHEDULE & EXPEDITING. Seller shall keep ATC informed as to the status of the items hereunder and Seller's schedule of activities to assure delivery by the time required herein. Without any responsibility to do so, ATC reserves the right to take steps to expedite acquisition, production and/or shipment of the items, if, in ATC's sole judgment, delivery of the completed items by the date required becomes doubtful. Seller shall reimburse ATC for all costs it may incur in expediting acquisition, production or shipment of the items.
- 9. CHANGES. ATC reserves the right at any time prior to delivery, by written order, to cancel, suspend, revise or change the goods or quantity of goods to be furnished by Seiler hereunder, and in no event shall ATC be responsible for loss of anticipated profits or consequential damages. In the event of a revision to this Order by ATC, ATC shall be responsible only for the price of the goods accepted. Any increase in the price of the goods resulting from a revision is subject to the approval of ATC. Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" clause hereof. Pending resolution of the dispute, the Seller shall not be excused from proceeding with the order
- as changed.
- 10. BANKRUPTCY. ATC may terminate this Purchase Order in whole or in part by written notice: (a) if the Seller shall become insolvent or make a general assignment for the benefit of creditors; or (b) if a petition under any bankruptcy act or similar statute is filed by or against the Seller and is not vacated within ten (10) days after it is filed. 11. PRICES. Seller warrants that the prices of the items covered by this Order are not in excess of Seller's lowest prices in effect on the date of this Order for comparable quantities of similar items or services, and are not in excess of prices charged by Seller
- for similar items to Seller's most favored customers.

 12. INVOICING AND PAYMENT. A separate invoice shall be issued for each shipment. Unless otherwise specified, an invoice shall not be issued prior to shipment of items and payment will not be made prior to receipt and acceptance of the items and a correct invoice. Credit and discount periods shall be computed from the date of receipt of the correct invoice to the date ATC's check is mailed. Unless freight and other charges are separately itemized, discount shall be taken on full amount of invoice.

- 13. ASSIGNMENT. Neither this Order nor any interest herein nor claim thereunder shall be assigned or transferred by Seller, except as expressly authorized in writing by ATC. 14. ADVERTISING AND PUBLICITY. Seller shall not, without written consent ATC, publish the fact that ATC has placed this order with Seller, or release any information relative thereto. Seller shall not use the name of ATC or its parent organization, American Tower, Inc., or affiliates in any advertising or promotional literature.
- 15. PATENT INFRINGEMENT. Seller agrees to indemnify, defend and hold harmless ATC, its officers, agents, employees, successors and assigns against loss, damage or liability, including costs, expenses and attorney's fees on account of any suit, claim, judgment or demand involving the alleged infringement of any patent rights in the manufacture, delivery, use or disposition of any item or material supplied hereunder.
- 16. INDEMNITY. The Seller shall defend, save and hold ATC harmless from and against all suits or claims arising out of or relating to manuals, writings or the design of the goods furnished hereunder whether based upon any alleged injury to or death of any persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of the work or thereafter, whether such claims shall be made by an employee of the Seller, or by any other person. The Seller shall, at its own cost and expense, pay all costs incurred by ATC in connection therewith. If any judgment shall be rendered against ATC in any such action, the Seller shall satisfy and discharge the same without cost or expense to ATC.
- 17. CONSEQUENTIAL DAMAGES. Notwithstanding any other provision herein, ATC shall under no circumstances be responsible to Seller for any consequential, indirect or special damages.
- 18. DELIVERY. Delivery shall be to the project site Free on Board (F.O.B.) unless otherwise designated in this Order.
- 19. TITLE AND RISK OF LOSS. Title to and risk of loss on all goods shipped by Seller to ATC shall not pass to ATC until ATC inspects and accepts such goods at the location designated by ATC.
- 20. TAXES. Except as otherwise provided in this Order, the prices herein include all federal, state and local taxes applicable to the goods purchased herein. All taxes shall be listed separately on Seller's invoice. If not listed, Seller assumes responsibility for their payment and shall indemnify and hold ATC harmless from all tax liability arising out of or related to the Order.
- 21. DISPUTES. Either party may litigate any dispute arising under or related to this Order or the breach thereof in a court of competent jurisdiction. Pending settlement of any such dispute by agreement or a final judgment, Seller shall proceed diligently with the performance hereof according to ATC's direction.

 22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state
- 22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state and federal laws and executive orders and regulations issued pursuant thereto and agrees to indemnify ATC against any liability, loss, cost, damage or expense by reason of Seller's violation of this provision.
- 23. GOVERNING LAW. This Order shall be governed by the laws of the Commonwealth of Massachusetts.
- 24. SEVERABILITY. If any provision of this Order, or any part thereof, shall be invalid or unenforceable, such provision or part shall be deemed severed, and the remainder hereof shall be given full force and effect.
- 25. GOVERNMENT WORK. Seller agrees that any part of the articles or work hereby ordered which is intended for use on Government work shall, at all times, be subject to such changes, suspensions, terminations, and cancellation of the uncompleted portion as the Government requires. Seller shall not be entitled to any additional compensation for complying with such acts by the Government unless compensation is paid by the Government to the prime contractor for Seller's additional costs, and only to the extent compensation is so paid. Seller agrees to comply with all applicable statutes and valid governmental rules, regulations, requirements, provisions and conditions required by law to be included in this order, which are expressly incorporated herein. 26. MISCELLANEOUS PROVISIONS. A Seller shall comply with the Fair Labor Standards Act, particularly sections 6, 7 and 12 thereof, and all other applicable Federal, state and local laws, regulations and orders and shall, upon request, furnish to Buyer a certificate to such effect. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the Employment of the Handicapped clause in Title 20, Part 741.3 of the Code of Federal Regulations, listing of Employment Openings for Veterans clause in Title 41, Part 50-250.2, of the code of Federal Regulations and Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250, of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. When applicable, Seller shall not discriminate against any employee or applicant for
- VI, Title 20 of the Code of Federal Regulations.

 27. ACCEPTANCE OF ORDER. By accepting this Order, Seller accepts all terms and conditions printed on both the face and reverse side hereof, and to all riders and attachments hereto issued by ATC, notwithstanding any proposal of the Seller for additional or different terms which shall not become part of this Order unless expressly agreed to in writing by ATC.

employment because of physical or mental handicap; and shall establish an affirmative

action program applicable thereto, all as set forth in Part 741, Subchapter C, Chapter

ATC Construction Services 3200 Cobb Galleria Parkway, Suite 205 Atlanta, GA 30339 PH: 770.953.9400 FAX: 770.859.9812

VENDOR:

	PURCHAS	E ORDI	ER
PURCHAS	E ORDER NUMBER	REVISION	PAGE
54321	1	2	1 of 1
This Pr order a	urchase Order Num acknowledgements and corresp	, packing lists	pear on all s, cartons,
SHIP TO:			
	6706 N. 9th Avenu Pensacola,FL 325 United States		
BILL TO:	PO BOX 724267 Atlanta ,GA 31139 United States	9	
FED ID#:	030427091		

OLIDOUED NO.		PROJECT#	DATE OF ORDER/	BUYER		REVISED DATE/BUYER			
SUPPLIER NO. 53780		22791	23-APR-04	Maxwell, L		14-OCT-04	Maxwell, L		
PAYMENT TERM	s		SHIP METHOD			F.O.B	TION		
Net 30						FOB DESTINATION			
REIGHT TÉRM			REQUESTOR/DEL Bell, Troy	REQUESTOR/DELIVERY Bell, Troy			(866) 234-6704		
TEM PAI	T NUMBER/DESC	RIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	EXTENDED	7	
& LI SCC o SHI	EL CHURCH - ANT NE INSTALLATION PE OF WORK P TO: ress at top of page		23-APR-04				3,944.15		
For ques	For questions regarding this PO, please c		contact your Projec	t Manager		TOTAL	3,944.15	5	
									
This docu	ment was dunli	cated electronica	ally and faxed to the	number liste	d below				
Tina uocu	locument was duplicated electronically and faxed to the number listed below					AUTHORI	ZED SIGNATURE	_	
Supplier	·ax#: (379)232	-0114	olier Fax#: (319) 232-6774						

- AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior agreements.
- 2. TIME. Time is of the essence of this Order.
- 3. ACCEPTANCE. This Order shall be acknowledged and becomes a binding contract subject to the terms set forth herein when acknowledged in writing or upon commencement of performance by Seller. No change in the Order shall be valid unless agreed to in writing and signed by an authorized representative of ATC.

 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the
- 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the term "goods" shall mean and include all supplies, materials, work, services, equipment or other items whatsoever to be furnished by Seller under this Order.
- 5. INSPECTION. Notwithstanding any prior inspection or test, payment or receiving document, goods are subject to final inspection and acceptance at the destination for delivery stated herein. Payment for goods shall not constitute acceptance.
- 6. WARRANTIES. (a) Notwithstanding inspection and acceptance by ATC of goods furnished under this Order or any provision of this Order concerning the conclusiveness thereof, Seller warrants that all goods furnished will be merchantable quality, will be fit for the purpose intended, and will be free from defects in material, workmanship and design, and conform in all aspects with the specifications and requirements of this Order.
- (b) Seller further warrants that all material and equipment furnished will be of the highest workmanlike quality and acceptable to ATC.
- (c) All Warranties hereunder shall be for a period of one (1) year from the date of delivery or the placement in service of the goods, whichever is later, and shall be warranties of future performance for each warranty year.

 (e) In the event of a breach of warranty hereunder, ATC may, at no increase in Order
- (e) in the event of a breach of warranty hereunder, ATC may, at no increase in Order price or other cost to ATC, either: (1) require the prompt correction or replacement of defective or otherwise nonconforming goods or parts thereof, along with such new or revised data as is associated with the corrective action taken; or (2) retain such goods, whereupon the price thereof shall be reduced by an amount equitable under the circumstances; or (3) correct or replace such goods with similar goods, by contract or otherwise, and charge to Seller for all additional costs caused thereby to ATC.
- (f) Any goods or parts thereof corrected or furnished in replacement pursuant to this clause shall be subject to all the provisions of this clause to the same extent as goods initially delivered. The warranty with respect to such goods or parts thereof shall be equal in duration to the initial warranty period and shall run from the date of delivery or placement in service of such corrected or replaced goods, whichever is later.
- (g) ATC approval of Seller-generated designs, drawings or other technical documents shall in no way relieve Seller of its obligations under this or any other clause of this Order.
- 7. UNDERTAKINGS. In all cases wherein ATC is a prime or subcontractor to an Owner and the items hereunder are required by the Prime Contract, then Seller undertakes to ATC all obligations with respect to the Items as ATC as subcontractor or as prime contractor, as the case may be, undertakes to the prime contractor or the Owner.
- 8. SCHEDULE & EXPEDITING. Seller shall keep ATC informed as to the status of the items hereunder and Seller's schedule of activities to assure delivery by the time required herein. Without any responsibility to do so, ATC reserves the right to take steps to expedite acquisition, production and/or shipment of the items, if, in ATC's sole judgment, delivery of the completed items by the date required becomes doubtful. Seller shall reimburse ATC for all costs it may incur in expediting acquisition, production or shipment of the items.
- 9. CHANGES. ATC reserves the right at any time prior to delivery, by written order, to cancel, suspend, revise or change the goods or quantity of goods to be furnished by Seller hereunder, and in no event shall ATC be responsible for loss of anticipated profits or consequential damages. In the event of a revision to this Order by ATC, ATC shall be responsible only for the price of the goods accepted. Any increase in the price of the goods resulting from a revision is subject to the approval of ATC. Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" clause hereof. Pending resolution of the dispute, the Seller shall not be excused from proceeding with the order.
- as changed.
- 10. BANKRUPTCY. ATC may terminate this Purchase Order in whole or in part by written notice: (a) if the Seller shall become insolvent or make a general assignment for the benefit of creditors; or (b) if a petition under any bankruptcy act or similar statute is filed by or against the Seller and is not vacated within ten (10) days after it is filed. 11. PRICES. Seller warrants that the prices of the items covered by this Order are not in excess of Seller's lowest prices in effect on the date of this Order for comparable quantities of similar items or services, and are not in excess of prices charged by Seller for similar items to Seller's most favored customers.
- 12. INVOICING AND PAYMENT. A separate invoice shall be issued for each shipment. Unless otherwise specified, an invoice shall not be issued prior to shipment of items and payment will not be made prior to receipt and acceptance of the items and a correct invoice. Credit and discount periods shall be computed from the date of receipt of the correct invoice to the date ATC's check is mailed. Unless freight and other charges are separately itemized, discount shall be taken on full amount of invoice.

- 13. ASSIGNMENT. Neither this Order nor any interest herein nor claim thereunder shall be assigned or transferred by Seller, except as expressly authorized in writing by ATC. 14. ADVERTISING AND PUBLICITY. Seller shall not, without written consent of ATC, publish the fact that ATC has placed this order with Seller, or release any information relative thereto. Seller shall not use the name of ATC or its parent organization, American Tower, Inc., or affiliates in any advertising or promotional literature.
- 15. PATENT INFRINGEMENT. Seller agrees to indemnify, defend and hold harmless ATC, its officers, agents, employees, successors and assigns against loss, damage or liability, including costs, expenses and attorney's fees on account of any suit, claim, judgment or demand involving the alleged infringement of any patent rights in the manufacture, delivery, use or disposition of any item or material supplied hereunder.
- 16. INDEMNITY. The Seller shall defend, save and hold ATC harmless from and against all suits or claims arising out of or relating to manuals, writings or the design of the goods furnished hereunder whether based upon any alleged injury to or death of any persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of the work or thereafter, whether such claims shall be made by an employee of the Seller, or by any other person. The Seller shall, at its own cost and expense, pay all costs incurred by ATC in connection therewith. If any judgment shall be rendered against ATC in any such action, the Seller shall satisfy and discharge the same without cost or expense to ATC.
- 17. CONSEQUENTIAL DAMAGES. Notwithstanding any other provision herein, ATC shall under no circumstances be responsible to Seller for any consequential, indirect or special damages.
- 18. DELIVERY. Delivery shall be to the project site Free on Board (F.O.B.) unless otherwise designated in this Order.
- 19. TITLE AND RISK OF LOSS. Title to and risk of loss on all goods shipped by Seller to ATC shall not pass to ATC until ATC inspects and accepts such goods at the location designated by ATC.
- 20. TAXES. Except as otherwise provided in this Order, the prices herein include all federal, state and local taxes applicable to the goods purchased herein. All taxes shall be listed separately on Seller's invoice. If not listed, Seller assumes responsibility for their payment and shall indemnify and hold ATC harmless from all tax liability arising out of or related to the Order.
- 21. DISPUTES. Either party may litigate any dispute arising under or related to this Order or the breach thereof in a court of competent jurisdiction. Pending settlement of any such dispute by agreement or a final judgment. Seller shall proceed diligently with the performance hereof according to ATC's direction.

 22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state
- 22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state and federal laws and executive orders and regulations issued pursuant thereto and agrees to indemnify ATC against any fiability, loss, cost, damage or expense by reason of Seller's violation of this provision.
- 23. GOVERNING LAW. This Order shall be governed by the laws of the Commonwealth of Massachusetts.
- 24. SEVERABILITY. If any provision of this Order, or any part thereof, shall be invalid or unenforceable, such provision or part shall be deemed severed, and the remainder hereof shall be given full force and effect.
- 25. GOVERNMENT WORK. Seller agrees that any part of the articles or work hereby ordered which is intended for use on Government work shall, at all times, be subject to such changes, suspensions, terminations, and cancellation of the uncompleted portion as the Government requires. Seller shall not be entitled to any additional compensation for complying with such acts by the Government unless compensation is paid by the Government to the prime contractor for Seller's additional costs, and only to the extent compensation is so paid. Seller agrees to comply with all applicable statutes
- and valid governmental rules, regulations, requirements, provisions and conditions required by law to be included in this order, which are expressly incorporated herein. 26. MISCELLANEOUS PROVISIONS. A Seller shall comply with the Fair Labor Standards Act, particularly sections 6, 7 and 12 thereof, and all other applicable Federal, state and local laws, regulations and orders and shall, upon request, furnish to Buyer a certificate to such effect. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the Employment of the Handicapped clause in Title 20, Part 741.3 of the Code of Federal Regulations, listing of Employment Openings for Veterans clause in Title 41, Part 50-250.2, of the code of Federal Regulations and Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250, of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. When applicable, Seller shall not discriminate against any employee or applicant for employment because of physical or mental handicap; and shall establish an affirmative action program applicable thereto, all as set forth in Part 741, Subchapter C, Chapter
- VI, Title 20 of the Code of Federal Regulations.

 27. ACCEPTANCE OF ORDER. By accepting this Order, Seller accepts all terms and conditions printed on both the face and reverse side hereof, and to all riders and attachments hereto issued by ATC, notwithstanding any proposal of the Seller for additional or different terms which shall not become part of this Order unless expressly agreed to in writing by ATC.

ATC Construction Services 3200 Cobb Galleria Parkway, Suite 205 Atlanta, GA 30339 PH: 770.953.9400 FAX: 770.859.9812

VENDOR:

JLB CONSTRUCTION INC 2327 FALLS AVENUE SUITE 4 WATERLOO, IA 50701 United States

PURCHASE ORDER PURCHASE ORDER NUMBER REVISION PAGE 1 of 1 50639 This Purchase Order Number must appear on all order acknowledgements, packing lists, cartons, and correspondence. SHIP TO: 19951 W. 162nd Street Olathe,KS 66062 United States PO BOX 724267 BILL TO: Atlanta ,GA 31139 United States

FED ID #: 030427091

SUPPLI	ER NO.	PROJECT#	DATE OF ORDER/	BUYER		REVISED DATE/BUYER		
5378	0	22680	04-MAR-04	Cole, T				
PAYME! Net 3	NT TERMS 30		SHIP METHOD			F.O.B FOB DESTINA	TION	
	TTERMS		REQUESTOR/DEL Westberry, Jam			(866) 234-6704		
ITEM	PART NUMBER/DESC	RIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	EXTENDED	Т
1	22680 antenna and lines China Wok o SHIP TO: Address at top of page		04-MAR-04				4,550.00	Y
2	deliver site close out documents as required for work in line 1 o SHIP TO: Address at top of page		04-MAR-04				975.00	Y
3	final punch list completion, site acceptance and cleanup o SHIP TO: Address at top of page		04-MAR-04				975.00	Y
For	· questions regarding	this PO, please c	contact your Project	: Manager	:	TOTAL	6,500.00	
	document was duplic plier Fax#: (319) 232		lly and faxed to the	number listed	d below	AUTHORIZ	ZED SIGNATURE	

- AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior agreements.
- $2.\,\overline{\text{TIME}}.\,$ Time is of the essence of this Order.
- 3. ACCEPTANCE. This Order shall be acknowledged and becomes a binding contract subject to the terms set forth herein when acknowledged in writing or upon commencement of performance by Seller. No change in the Order shall be valid unless agreed to in writing and signed by an authorized representative of ATC.
- 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the term "goods" shall mean and include all supplies, materials, work, services, equipment or other items whatsoever to be furnished by Seller under this Order.
- 5. INSPECTION. Notwithstanding any prior inspection or test, payment or receiving document, goods are subject to final inspection and acceptance at the destination for delivery stated herein. Payment for goods shall not constitute acceptance.
 6. WARRANTIES. (a) Notwithstanding inspection and acceptance by ATC of goods furnished under this Order or any provision of this Order concerning the conclusiveness thereof, Seller warrants that all goods furnished will be merchantable quality, will be fit for the purpose intended, and will be free from defects in material, workmanship and design, and conform in all aspects with the specifications and requirements of this Order.
- (b) Seller further warrants that all material and equipment furnished will be of the highest workmanlike quality and acceptable to ATC.
- (c) All Warranties hereunder shall be for a period of one (1) year from the date of delivery or the placement in service of the goods, whichever is later, and shall be warranties of future performance for each warranty year.
- (e) In the event of a breach of warranty hereunder, ATC may, at no increase in Order price or other cost to ATC, either: (1) require the prompt correction or replacement of defective or otherwise nonconforming goods or parts thereof, along with such new or revised data as is associated with the corrective action taken; or (2) retain such goods, whereupon the price thereof shall be reduced by an amount equitable under the circumstances; or (3) correct or replace such goods with similar goods, by contract or otherwise, and charge to Seller for all additional costs caused thereby to ATC. (f) Any goods or parts thereof corrected or furnished in replacement pursuant to this clause shall be subject to all the provisions of this clause to the same extent as goods initially delivered. The warranty with respect to such goods or parts thereof shall be
- equal in duration to the initial warranty period and shall run from the date of delivery or placement in service of such corrected or replaced goods, whichever is later.

 (g) ATC approval of Seller-generated designs, drawings or other technical documents shall in no way relieve Seller of its obligations under this or any other clause of this
- Order.

 7. UNDERTAKINGS. In all cases wherein ATC is a prime or subcontractor to an Owner and the items hereunder are required by the Prime Contract, then Seller undertakes to
- and the items hereunder are required by the Prime Contract, then Seller undertakes to ATC all obligations with respect to the items as ATC as subcontractor or as prime contractor, as the case may be, undertakes to the prime contractor or the Owner.
- 8. SCHEDULE & EXPEDITING. Seller shall keep ATC informed as to the status of the items hereunder and Seller's schedule of activities to assure delivery by the time required herein. Without any responsibility to do so, ATC reserves the right to take steps to expedite acquisition, production and/or shipment of the items, if, in ATC's sole judgment, delivery of the completed items by the date required becomes doubtful. Seller shall reimburse ATC for all costs it may incur in expediting acquisition, production or shipment of the items.
- 9. CHANGES. ATC reserves the right at any time prior to delivery, by written order, to cancel, suspend, revise or change the goods or quantity of goods to be furnished by Seller hereunder, and in no event shall ATC be responsible for loss of anticipated profits or consequential damages. In the event of a revision to this Order by ATC, ATC shall be responsible only for the price of the goods accepted. Any increase in the price of the goods resulting from a revision is subject to the approval of ATC. Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" clause hereof. Pending resolution of the dispute, the Seller shall not be excused from proceeding with the order.
- as changed.
- 10. BANKRUPTCY. ATC may terminate this Purchase Order in whole or in part by written notice: (a) if the Seller shall become insolvent or make a general assignment for the benefit of creditors; or (b) if a petition under any bankruptcy act or similar statute is filed by or against the Seller and is not vacated within ten (10) days after it is filed.

 11. PRICES. Seller warrants that the prices of the items covered by this Order are not in excess of Seller's lowest prices in effect on the date of this Order for comparable quantities of similar items to Seller's most favored customers.
- 12. INVOICING AND PAYMENT. A separate invoice shall be issued for each shipment. Unless otherwise specified, an invoice shall not be issued prior to shipment of items and payment will not be made prior to receipt and acceptance of the items and a correct invoice. Credit and discount periods shall be computed from the date of receipt of the correct invoice to the date ATC's check is mailed. Unless freight and other charges are separately itemized, discount shall be taken on full amount of invoice.

- 13. ASSIGNMENT. Neither this Order nor any interest herein nor claim thereunder shall be assigned or transferred by Seller, except as expressly authorized in writing by ATC.

 14. ADVERTISING AND PUBLICITY. Seller shall not, without written consent of ATC, publish the fact that ATC has placed this order with Seller, or release any information relative thereto. Seller shall not use the name of ATC or its parent organization, American Tower, inc., or affiliates in any advertising or promotional literature.

 15. PATENT INFRINGEMENT. Seller agrees to indemnify, defend and hold harmless
- 15. PATENT INFRINGEMENT. Seller agrees to indemnity, defend and hold harmess ATC, its officers, agents, employees, successors and assigns against loss, damage or liability, including costs, expenses and attorney's fees on account of any suit, claim, judgment or demand involving the alleged infringement of any patent rights in the manufacture, delivery, use or disposition of any item or material supplied hereunder.
- 16. INDEMNITY. The Seller shall defend, save and hold ATC harmless from and against all suits or claims arising out of or relating to manuals, writings or the design of the goods furnished hereunder whether based upon any alleged injury to or death of any persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of the work or thereafter, whether such claims shall be made by an employee of the Seller, or by any other person. The Seller shall, at its own cost and expense, pay all costs incurred by ATC in connection therewith. If any judgment shall be rendered against ATC in any such action, the Seller shall satisfy and discharge the same without cost or expense to ATC.
- 17. CONSEQUENTIAL DAMAGES. Notwithstanding any other provision herein, ATC shall under no circumstances be responsible to Seller for any consequential, indirect or special damages.
- 18. DELIVERY. Delivery shall be to the project site Free on Board (F.O.B.) unless otherwise designated in this Order.
- 19. TITLE AND RISK OF LOSS. Title to and risk of loss on all goods shipped by Seller to ATC shall not pass to ATC until ATC inspects and accepts such goods at the location designated by ATC.
- 20. TAXES. Except as otherwise provided in this Order, the prices herein include all federal, state and local taxes applicable to the goods purchased herein. All taxes shall be listed separately on Seller's invoice. If not listed, Seller assumes responsibility for their payment and shall indemnify and hold ATC harmless from all tax liability arising out of or related to the Order.
- 21. DISPUTES. Either party may litigate any dispute arising under or related to this Order or the breach thereof in a court of competent jurisdiction. Pending settlement of any such dispute by agreement or a final judgment, Seller shall proceed diligently with the performance hereof according to ATC's direction.
- 22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state and federal laws and executive orders and regulations issued pursuant thereto and agrees to indemnify ATC against any liability, loss, cost, damage or expense by reason of Seller's violation of this provision.
- 23. GOVERNING LAW. This Order shall be governed by the laws of the Commonwealth of Massachusetts.
- 24. SEVERABILITY. If any provision of this Order, or any part thereof, shall be invalid or unenforceable, such provision or part shall be deemed severed, and the remainder hereof shall be given full force and effect.
- 25. GOVERNMENT WORK. Seller agrees that any part of the articles or work hereby ordered which is intended for use on Government work shall, at all times, be subject to such changes, suspensions, terminations, and cancellation of the uncompleted portion as the Government requires. Seller shall not be entitled to any additional compensation for complying with such acts by the Government unless compensation is
- paid by the Government to the prime contractor for Seller's additional costs, and only to the extent compensation is so paid. Seller agrees to comply with all applicable statutes and valid governmental rules, regulations, requirements, provisions and conditions required by law to be included in this order, which are expressly incorporated herein.

 26. MISCELLANEOUS PROVISIONS. A Seller shall comply with the Fair Labor Standards Act, particularly sections 6, 7 and 12 thereof, and all other applicable
- Federal, state and local laws, regulations and orders and shall, upon request, furnish to Buyer a certificate to such effect. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the Employment of the Handicapped clause in Title 20, Part 741.3 of the Code of Federal Regulations, listing of Employment Openings for Veterans clause in Title 41, Part 50-250.2, of the code of Federal Regulations and Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250, of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. When applicable, Seller shall not discriminate against any employee or applicant for employment because of physical or mental handicap; and shall establish an affirmative action program applicable thereto, all as set forth in Part 741, Subchapter C, Chapter
- VI, Title 20 of the Code of Federal Regulations.

 27. ACCEPTANCE OF ORDER. By accepting this Order, Seller accepts all terms and conditions printed on both the face and reverse side hereof, and to all riders and
- conditions printed on both the face and reverse side hereof, and to all riders and attachments hereto issued by ATC, notwithstanding any proposal of the Seller for additional or different terms which shall not become part of this Order unless expressly agreed to in writing by ATC.

ATC Construction Services 3200 Cobb Galleria Parkway, Suite 205 Atlanta, GA 30339 PH: 770.953.9400 FAX: 770.859.9812

VENDOR:

	PURCHAS	E ORD	ER
PURCHAS	E ORDER NUMBER	REVISION	PAGE
52365		1	1 of 1
	urchase Order Nun acknowledgements and corresp	, packing list	
SHIP TO:			
	4540 Old Tampa I Kissimmee,FL 347 United States		
BILL TO:	PO BOX 724267 Atlanta ,GA 31139 United States)	
FED ID #:	030427091		

SUPPLI		PROJECT#	DATE OF ORDER				REVISED DATE/BUYER 18-AUG-04 Maxwell, L		
5378		22799	25-MAR-04	Maxwell, L		F.O.B	waxweii, L.		
PAYMEI Net 3	NT TERMS		SHIP METHOD		FOB DESTINATION				
	T TERMS		REQUESTOR/DEL Bell, Troy	REQUESTOR/DELIVERY Beil, Troy			CONFIRM TO/TELEPHONE (866) 234-6704		
ITEM	PART NUMBER/DE	SCRIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	EXTENDED	Т	
1	Claiborne Bch - Removexisting lines, antennas, & mounts (270' and install mounts, (9) antennas lines, ground, terminate, and sweep Install and route jumpers, diplexers or Bias T's inside shelte & sweep o SHIP TO: Address at top of page 1975.	@ & o.	25-MAR-04				3,450.00	Y	
For	questions regardi	ng this PO, please o	contact your Project	 : Manager	<u> </u>	TOTAL	3,450.00)	
			lly and faxed to the	number listed	below			_	
Sup	plier Fax#: (319) 2:	32-6774				AUTHORIZ	ZED SIGNATURE		

- AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior agreements.
- 2. TIME. Time is of the essence of this Order.
- 3. ACCEPTANCE. This Order shall be acknowledged and becomes a binding contract subject to the terms set forth herein when acknowledged in writing or upon commencement of performance by Seller. No change in the Order shall be valid unless agreed to in writing and signed by an authorized representative of ATC.
 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the
- 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the term "goods" shall mean and include all supplies, materials, work, services, equipment or other items whatsoever to be furnished by Seller under this Order.
- 5. INSPECTION. Notwithstanding any prior inspection or test, payment or receiving document, goods are subject to final inspection and acceptance at the destination for delivery stated herein. Payment for goods shall not constitute acceptance.
- 6. WARRANTIES. (a) Notwithstanding inspection and acceptance by ATC of goods furnished under this Order or any provision of this Order concerning the conclusiveness thereof, Seller warrants that all goods furnished will be merchantable quality, will be fit for the purpose intended, and will be free from defects in material, workmanship and design, and conform in all aspects with the specifications and requirements of this
- (b) Seller further warrants that all material and equipment furnished will be of the highest workmanlike quality and acceptable to ATC.
- (c) All Warranties hereunder shall be for a period of one (1) year from the date of delivery or the placement in service of the goods, whichever is later, and shall be warranties of future performance for each warranty year.
- (e) In the event of a breach of warranty hereunder, ATC may, at no increase in Order price or other cost to ATC, either: (1) require the prompt correction or replacement of defective or otherwise nonconforming goods or parts thereof, along with such new or revised data as is associated with the corrective action taken; or (2) retain such goods, whereupon the price thereof shall be reduced by an amount equitable under the circumstances; or (3) correct or replace such goods with similar goods, by contract or otherwise, and charge to Seller for all additional costs caused thereby to ATC.
- (f) Any goods or parts thereof corrected or furnished in replacement pursuant to this clause shall be subject to all the provisions of this clause to the same extent as goods initially delivered. The warranty with respect to such goods or parts thereof shall be equal in duration to the initial warranty period and shall run from the date of delivery or placement in service of such corrected or replaced goods, whichever is later.
- (g) ATC approval of Seller-generated designs, drawings or other technical documents shall in no way relieve Seller of its obligations under this or any other clause of this Order.
- 7. UNDERTAKINGS. In all cases wherein ATC is a prime or subcontractor to an Owner and the items hereunder are required by the Prime Contract, then Seller undertakes to ATC all obligations with respect to the items as ATC as subcontractor or as prime contractor, as the case may be, undertakes to the prime contractor or the Owner.
- 8. SCHEDULE & EXPEDITING. Seller shall keep ATC informed as to the status of the items hereunder and Seller's schedule of activities to assure cellvery by the time required herein. Without any responsibility to do so, ATC reserves the right to take steps to expedite acquisition, production and/or shipment of the items, it, in ATC's sole judgment, delivery of the completed items by the date required becomes doubtful. Seller shall reimburse ATC for all costs it may incur in expediting acquisition, production or shipment of the items.
- 9. CHANGES. ATC reserves the right at any time prior to delivery, by written order, to cancel, suspend, revise or change the goods or quantity of goods to be furnished by Seller hereunder, and in no event shall ATC be responsible for loss of anticipated profits or consequential damages. In the event of a revision to this Order by ATC, ATC shall be responsible only for the price of the goods accepted. Any increase in the price of the goods resulting from a revision is subject to the approval of ATC. Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" clause hereof. Pending resolution of the dispute, the Seller shall not be excused from proceeding with the order.
- as changed.
- 10. BANKRUPTCY. ATC may terminate this Purchase Order in whole or in part by written notice: (a) if the Seller shall become insolvent or make a general assignment for the benefit of creditors; or (b) if a petition under any bankruptcy act or similar statute is filled by or against the Seller and is not vacated within ten (10) days after it is filled.

 11. PRICES. Seller warrants that the prices of the items covered by this Order are not in excess of Seller's lowest prices in effect on the date of this Order for comparable quantities of similar items or services, and are not in excess of prices charged by Seller for similar items to Seller's most favored customers.
- 12. INVOICING AND PAYMENT. A separate invoice shall be issued for each shipment. Unless otherwise specified, an invoice shall not be issued prior to shipment of items and payment will not be made prior to receipt and acceptance of the items and a correct invoice. Credit and discount periods shall be computed from the date of receipt of the correct invoice to the date ATC's check is mailed. Unless freight and other charges are separately itemized, discount shall be taken on full amount of invoice.

- 13. ASSIGNMENT. Neither this Order nor any interest herein nor claim thereunder shall be assigned or transferred by Seller, except as expressly authorized in writing by ATC. 14. ADVERTISING AND PUBLICITY. Seller shall not, without written consent of ATC, publish the fact that ATC has placed this order with Seller, or release any information relative thereto. Seller shall not use the name of ATC or its parent organization, American Tower, Inc., or affiliates in any advertising or promotional literature.

 15. PATENT INFRINGEMENT. Seller agrees to indemnify, defend and hold harmless
- 15. PATENT INFRINGEMENT. Seller agrees to interminy, defend and floor flammers ATC, its officers, agents, employees, successors and assigns against loss, damage or liability, including costs, expenses and attorney's fees on account of any suit, claim, judgment or demand involving the alleged infringement of any patent rights in the manufacture, delivery, use or disposition of any item or material supplied hereunder.
- 16. INDEMNITY. The Seller shall defend, save and hold ATC harmiess from and against all suits or claims arising out of or relating to manuals, writings or the design of the goods furnished hereunder whether based upon any alleged injury to or death of any persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of the work or thereafter, whether such claims shall be made by an employee of the Seller, or by any other person. The Seller shall, at its own cost and expense, pay all costs incurred by ATC in connection therewith. If any judgment shall be rendered against ATC in any such action, the Seller shall satisfy and discharge the same without cost or expense to ATC.
- 17. CONSEQUENTIAL DAMAGES. Notwithstanding any other provision herein, ATC shall under no circumstances be responsible to Seller for any consequential, indirect or special damages.
- 18. DELIVERY. Delivery shall be to the project site Free on Board (F.O.B.) unless otherwise designated in this Order.
- 19. TITLE AND RISK OF LOSS. Title to and risk of loss on all goods shipped by Seller to ATC shall not pass to ATC until ATC inspects and accepts such goods at the location designated by ATC.
- 20. TAXES. Except as otherwise provided in this Order, the prices herein include all federal, state and local taxes applicable to the goods purchased herein. All taxes shall be listed separately on Seller's invoice. If not listed, Seller assumes responsibility for their payment and shall indemnify and hold ATC harmless from all tax liability arising out of or related to the Order.
- 21. DISPUTES. Either party may litigate any dispute arising under or related to this Order or the breach thereof in a court of competent jurisdiction. Pending settlement of any such dispute by agreement or a final judgment, Seller shall proceed diligently with the performance hereof according to ATC's direction.
 22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state
- 22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state and federal laws and executive orders and regulations issued pursuant thereto and agrees to indemnify ATC against any liability, loss, cost, damage or expense by reason of Seller's violation of this provision.
- 23. GOVERNING LAW. This Order shall be governed by the laws of the Commonwealth of Massachusetts.
- 24. SEVERABILITY. If any provision of this Order, or any part thereof, shall be invalid or unenforceable, such provision or part shall be deemed severed, and the remainder hereof shall be given full force and effect.
- 25. GOVERNMENT WORK. Seller agrees that any part of the articles or work hereby ordered which is intended for use on Government work shall, at all times, be subject to such changes, suspensions, terminations, and cancellation of the uncompleted portion as the Government requires. Seller shall not be entitled to any additional.
- compensation for complying with such acts by the Government unless compensation is paid by the Government to the prime contractor for Seller's additional costs, and only to the extent compensation is so paid. Seller agrees to comply with all applicable statutes and valid governmental rules, regulations, requirements, provisions and conditions required by law to be included in this order, which are expressly incorporated herein.

 26. MISCELLANEOUS PROVISIONS. A Seller shall comply with the Fair Labor Standards Act, particularly sections 6, 7 and 12 thereof, and all other applicable
- Federal, state and local laws, regulations and orders and shall, upon request, furnish to Buyer a certificate to such effect. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the Employment of the Handicapped clause in Title 20, Part 741.3 of the Code of Federal Regulations, listing of Employment Openings for Veterans clause in Title 41, Part 50-250.2, of the code of Federal Regulations and Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250, of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. When applicable, Seller shall not discriminate against any employee or applicant for employment because of physical or mental handicap; and shall establish an affirmative action program applicable thereto, all as set forth in Part 741, Subchapter C, Chapter
- VI, Title 20 of the Code of Federal Regulations.

 27. ACCEPTANCE OF ORDER. By accepting this Order, Seller accepts all terms and conditions printed on both the face and reverse side hereof, and to all riders and attachments hereto issued by ATC, notwithstanding any proposal of the Seller for additional or different terms which shall not become part of this Order unless expressly agreed to in writing by ATC.

ATC Construction Services 3200 Cobb Galleria Parkway, Suite 205 Atlanta, GA 30339 PH: 770.953.9400 FAX: 770.859.9812

VENDOR:

JLB CONSTRUCTION INC 2327 FALLS AVENUE SUITE 4 WATERLOO, IA 50701 United States

PURCHASE ORDER PURCHASE ORDER NUMBER REVISION PAGE 1 of 1 52634 0 This Purchase Order Number must appear on all order acknowledgements, packing lists, cartons, and correspondence. SHIP TO: 306 Woodland Drive La Place,LA 70068 **United States** PO BOX 724267 BILL TO: Atlanta, GA 31139 **United States**

030427091

FED ID #:

AYMENT TERMS Net 30 REIGHT TERMS TEM PART NUMBER/DESCRIF Site prep, grounding and utilities o SHIP TO: Address at top of page Tower and euqipment installation o SHIP TO: Address at top of page provide close out documents and warranty work as needed o SHIP TO:	22840 PTION	SHIP METHOD REQUESTOR/DEL Merritt, Carl DELIVERY DATE	Maxwell, L VERY QUANTITY	иом	F.O.B FOB DESTINA CONFIRM TO/TELE (866) 234-6704	PHONE
REIGHT TERMS TEM PART NUMBER/DESCRIF Site prep, grounding and utilities o SHIP TO: Address at top of page Tower and euqipment installation o SHIP TO: Address at top of page provide close out documents and warranty work as needed	PTION	Merritt, Carl DELIVERY DATE		UOM	CONFIRM TO/TELE (866) 234-6704	PHONE
Site prep, grounding and utilities o SHIP TO: Address at top of page Tower and euqipment installation o SHIP TO: Address at top of page provide close out documents and warranty work as needed	PTION	Merritt, Carl DELIVERY DATE		UOM	(866) 234-6704	
Site prep, grounding and utilities o SHIP TO: Address at top of page Tower and euqipment installation o SHIP TO: Address at top of page provide close out documents and warranty work as needed	PTION	DATE	QUANTITY	UOM		
and utilities o SHIP TO: Address at top of page Tower and euqipment installation o SHIP TO: Address at top of page provide close out documents and warranty work as needed		20.1115.01			UNIT PRICE	EXTENDED
installation o SHIP TO: Address at top of page provide close out documents and warranty work as needed		29-MAR-04				13,860.00
documents and warranty work as needed		29-MAR-04				2,970.00
Address at top of page		29-MAR-04				2,970.00
For questions regarding the	his PO, please co	ontact your Project	Manager		TOTAL	19,800.00
This document was duplica	ted electronically	and faved to the	umbar lietad			-1
Supplier Fax#: (319) 232-6	itea electronican)			DOLON	1	

- AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior agreements.
- 2. TIME. Time is of the essence of this Order.
- 3. ACCEPTANCE. This Order shall be acknowledged and becomes a binding contract subject to the terms set forth herein when acknowledged in writing or upon commencement of performance by Seller. No change in the Order shall be valid unless agreed to in writing and signed by an authorized representative of ATC.
- 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the term "goods" shall mean and include all supplies, materials, work, services, equipment or other items whatsoever to be furnished by Seller under this Order.
- 5. INSPECTION. Notwithstanding any prior inspection or test, payment or receiving document, goods are subject to final inspection and acceptance at the destination for delivery stated herein. Payment for goods shall not constitute acceptance.
- 6. WARRANTIES. (a) Notwithstanding inspection and acceptance by ATC of goods furnished under this Order or any provision of this Order concerning the conclusiveness thereof, Seller warrants that all goods furnished will be merchantable quality, will be fit for the purpose intended, and will be free from defects in material, workmanship and design, and conform in all aspects with the specifications and requirements of this Order.
- (b) Seller further warrants that all material and equipment furnished will be of the highest workmanlike quality and acceptable to ATC.
- (c) All Warranties hereunder shall be for a period of one (1) year from the date of delivery or the placement in service of the goods, whichever is later, and shall be warranties of future performance for each warranty year.
- (e) In the event of a breach of warranty hereunder, ATC may, at no increase in Order price or other cost to ATC, either: (1) require the prompt correction or replacement of defective or otherwise nonconforming goods or parts thereof, along with such new or revised data as is associated with the corrective action taken; or (2) retain such goods, whereupon the price thereof shall be reduced by an amount equitable under the circumstances; or (3) correct or replace such goods with similar goods, by contract or otherwise, and charge to Seller for all additional costs caused thereby to ATC.
- (f) Any goods or parts thereof corrected or furnished in replacement pursuant to this clause shall be subject to all the provisions of this clause to the same extent as goods initially delivered. The warranty with respect to such goods or parts thereof shall be equal in duration to the initial warranty period and shall run from the date of delivery or placement in service of such corrected or replaced goods, whichever is later.
- (g) ATC approval of Seller-generated designs, drawings or other technical documents shall in no way relieve Seller of its obligations under this or any other clause of this Order.
- 7. UNDERTAKINGS. In all cases wherein ATC is a prime or subcontractor to an Owner and the items hereunder are required by the Prime Contract, then Seller undertakes to ATC all obligations with respect to the items as ATC as subcontractor or as prime contractor, as the case may be, undertakes to the prime contractor or the Owner.
- 8. SCHEDULE & EXPEDITING. Seller shall keep ATC informed as to the status of the items hereunder and Seller's schedule of activities to assure delivery by the time required herein. Without any responsibility to do so, ATC reserves the right to take steps to expedite acquisition, production and/or shipment of the items, if, in ATC's sole judgment, delivery of the completed items by the date required becomes doubtful. Seller shall reimburse ATC for all costs it may incur in expediting acquisition, production or shipment of the items.
- On simplified the terms.

 9. CHANGES. ATC reserves the right at any time prior to delivery, by written order, to cancel, suspend, revise or change the goods or quantity of goods to be furnished by Seller hereunder, and in no event shall ATC be responsible for loss of anticipated profits or consequential damages. In the event of a revision to this Order by ATC, ATC shall be responsible only for the price of the goods accepted. Any increase in the price of the goods resulting from a revision is subject to the approval of ATC. Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" clause hereof. Pending resolution of the dispute, the Seller shall not be excused from proceeding with the order.
- as changed.

 10. BANKRUPTCY. ATC may terminate this Purchase Order in whole or in part by written notice: (a) if the Seller shall become insolvent or make a general assignment for the benefit of creditors; or (b) if a petition under any bankruptcy act or similar statute is filed by or against the Seller and is not vacated within ten (10) days after it is filed.

 11. PRICES. Seller warrants that the prices of the items covered by this Order are not
- in excess of Seller's lowest prices in effect on the date of this Order for comparable quantities of similar items or services, and are not in excess of prices charged by Seller for similar items to Seller's most favored customers.
- 12. INVOICING AND PAYMENT. A separate invoice shall be issued for each shipment. Unless otherwise specified, an invoice shall not be issued prior to shipment of items and payment will not be made prior to receipt and acceptance of the items and a correct invoice. Credit and discount periods shall be computed from the date of receipt of the correct invoice to the date ATC's check is mailed. Unless freight and other charges are separately Itemized, discount shall be taken on full amount of invoice.

- 13. ASSIGNMENT. Neither this Order nor any interest herein nor claim thereunder shall be assigned or transferred by Seller, except as expressly authorized in writing by ATC.

 14. ADVERTISING AND PUBLICITY. Seller shall not, without written consent of ATC, publish the fact that ATC has placed this order with Seller, or release any information relative thereto. Seller shall not use the name of ATC or its parent organization, American Tower, Inc., or affiliates in any advertising or promotional literature.
- 15. PATENT INFRINGEMENT. Seller agrees to indemnify, defend and hold harmless ATC, its officers, agents, employees, successors and assigns against loss, damage or liability, including costs, expenses and attorney's fees on account of any suit, claim, judgment or demand involving the alleged infringement of any patent rights in the manufacture, delivery, use or disposition of any item or material supplied hereunder.
- 16. INDEMNITY. The Seller shall defend, save and hold ATC harmless from and against all suits or claims arising out of or relating to manuals, writings or the design of the goods furnished hereunder whether based upon any alleged injury to or death of any persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of the work or thereafter, whether such claims shall be made by an employee of the Seller, or by any other person. The Seller shall, at its own cost and expense, pay all costs incurred by ATC in connection therewith. If any judgment shall be rendered against ATC in any such action, the Seller shall satisfy and discharge the same without cost or expense to ATC.
- 17. CONSEQUENTIAL DAMAGES. Notwithstanding any other provision herein, ATC shall under no circumstances be responsible to Seller for any consequential, indirect or special damages.
- 18. DELIVERY. Delivery shall be to the project site Free on Board (F.O.B.) unless otherwise designated in this Order.
- 19. TITLE AND RISK OF LOSS. Title to and risk of loss on all goods shipped by Seller to ATC shall not pass to ATC until ATC inspects and accepts such goods at the location designated by ATC.
- 20. TAXES. Except as otherwise provided in this Order, the prices herein include all federal, state and local taxes applicable to the goods purchased herein. All taxes shall be listed separately on Seller's invoice. If not listed, Seller assumes responsibility for their payment and shall indemnify and hold ATC harmless from all tax liability arising out of or related to the Order.
- 21. DISPUTES. Either party may litigate any dispute arising under or related to this Order or the breach thereof in a court of competent jurisdiction. Pending settlement of any such dispute by agreement or a final judgment, Seller shall proceed diligently with the performance hereof according to ATC's direction.
- the performance hereof according to ATC's direction.

 22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state and federal laws and executive orders and regulations issued pursuant thereto and agrees to indemnify ATC against any liability, loss, cost, damage or expense by reason of Seller's violation of this provision.
- 23. GOVERNING LAW. This Order shall be governed by the laws of the Commonwealth of Massachusetts.
- 24. SEVERABILITY. If any provision of this Order, or any part thereof, shall be invalid or unenforceable, such provision or part shall be deemed severed, and the remainder hereof shall be given full force and effect.
- 25. GOVERNMENT WORK. Seller agrees that any part of the articles or work hereby ordered which is intended for use or Government work shall, at all times, be subject to such changes, suspensions, terminations, and cancellation of the uncompleted portion as the Government requires. Seller shall not be entitled to any additional compensation for complying with such acts by the Government unless compensation is paid by the Government to the prime contractor for Seller's additional costs, and only to the extent compensation is so paid. Seller agrees to comply with all applicable statutes and valid governmental rules, regulations, requirements, provisions and conditions required by law to be included in this order, which are expressly incorporated herein.

 26. MISCELLANEOUS PROVISIONS. A Seller shall comply with the Fair Labor Standards Act, particularly sections 6, 7 and 12 thereof, and all other applicable Federal, state and local laws, regulations and orders and shall, upon request, furnish to Buyer a certificate to such effect. The Equal Opportunity clause in Title 41, Part 60-1.4
- Buyer a certificate to such effect. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the Employment of the Handicapped clause in Title 20, Part 741.3 of the Code of Federal Regulations, listing of Employment Openings for Veterans clause in Title 41, Part 50-250.2, of the code of Federal Regulations and Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250, of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. When applicable, Seller shall not discriminate against any employee or applicant for employment because of physical or mental handicap; and shall establish an affirmative action program applicable thereto, all as set forth in Part 741, Subchapter C, Chapter M, Title 20 of the Code of Federal Regulations
- VI, Title 20 of the Code of Federal Regulations.

 27. ACCEPTANCE OF ORDER. By accepting this Order, Seller accepts all terms and conditions printed on both the face and reverse side hereof, and to all riders and attachments hereto issued by ATC, notwithstanding any proposal of the Seller for additional or different terms which shall not become part of this Order unless expressly agreed to in writing by ATC.

FED ID #:

∧TC TOWER SERVICES, IN C.™

ATC Construction Services 3200 Cobb Galleria Parkway, Suite 205 Atlanta, GA 30339 PH: 770.953.9400 FAX: 770.859.9812

VENDOR:

JLB CONSTRUCTION INC 2327 FALLS AVENUE SUITE 4 WATERLOO, IA 50701 United States

PURCHASE ORDER PURCHASE ORDER NUMBER REVISION PAGE 52812 0 This Purchase Order Number must appear on all order acknowledgements, packing lists, cartons, and correspondence. 306 Woodland Drive La Place,LA 70068 United States PO BOX 724267 BILL TO: Atlanta, GA 31139 United States

030427091

SUPPLI		PROJECT#	DATE OF ORDER	BUYER		REVISED DATE/BU	YER		
5378		22842	01-APR-04	Maxwell, L					
PAYME Net 3	NT TERMS		SHIP METHOD	111 (-1)		F.O.B FOB DESTINATION			
	IT TERMS		DEOLEGEO (DE	444					
FREIGH	II TERWS		REQUESTOR/DEL Merritt, Carl	.IVERY		(866) 234-6704			
ITEM	PART NUMBER/	DESCRIPTION	DELIVERY DATE	QUANTITY	иом	UNIT PRICE	EXTENDED	T	
1	Antenna and line installation o SHIP TO: Address at top of p	page	30-MAR-04				7,000.00	Y	
For	questions regard	ling this PO, please co	ontact your Project	Manager		TOTAL	7,000.00		
This c		uplicated electronicall		-	below		7,000.00	-	

- AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior agreements.
- 2. TIME. Time is of the essence of this Order.
- 3. ACCEPTANCE. This Order shall be acknowledged and becomes a binding contract subject to the terms set forth herein when acknowledged in writing or upon commencement of performance by Seller. No change in the Order shall be valid unless agreed to in writing and signed by an authorized representative of ATC.
- 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the term "goods" shall mean and include all supplies, materials, work, services, equipment or other items whatsoever to be furnished by Seller under this Order.
- 5. INSPECTION. Notwithstanding any prior inspection or test, payment or receiving document, goods are subject to final inspection and acceptance at the destination for delivery stated herein. Payment for goods shall not constitute acceptance.
 6. WARRANTIES. (a) Notwithstanding inspection and acceptance by ATC of goods furnished under this Order or any provision of this Order concerning the conclusiveness.
- b. WARKAN IES. (a) Notwinstanding inspection and acceptance by ATC of goods furnished under this Order or any provision of this Order concerning the conclusivenes thereof, Seller warrants that all goods furnished will be merchantable quality, will be fit for the purpose intended, and will be free from defects in material, workmanship and design, and conform in all aspects with the specifications and requirements of this Order.
- (b) Seller further warrants that all material and equipment furnished will be of the highest workmanlike quality and acceptable to ATC.
- (c) All Warranties hereunder shall be for a period of one (1) year from the date of delivery or the placement in service of the goods, whichever is later, and shall be warranties of future performance for each warranty year.
- (e) In the event of a breach of warranty hereunder, ATC may, at no increase in Order price or other cost to ATC, either: (1) require the prompt correction or replacement of defective or otherwise nonconforming goods or parts thereof, along with such new or revised data as is associated with the corrective action taken; or (2) retain such goods, whereupon the price thereof shall be reduced by an amount equitable under the circumstances; or (3) correct or replace such goods with similar goods, by contract or otherwise, and charge to Seller for all additional costs caused thereby to ATC.
- (f) Any goods or parts thereof corrected or furnished in replacement pursuant to this clause shall be subject to all the provisions of this clause to the same extent as goods initially delivered. The warranty with respect to such goods or parts thereof shall be equal in duration to the initial warranty period and shall run from the date of delivery or placement in service of such corrected or replaced goods, whichever is later.
- (g) ATC approval of Seller-generated designs, drawings or other technical documents shall in no way relieve Seller of its obligations under this or any other clause of this Order.
- 7. UNDERTAKINGS. In all cases wherein ATC is a prime or subcontractor to an Owner and the items hereunder are required by the Prime Contract, then Seller undertakes to ATC all obligations with respect to the items as ATC as subcontractor or as prime contractor, as the case may be, undertakes to the prime contractor or the Owner.
- 8. SCHEDULE & EXPEDITING. Seller shall keep ATC informed as to the status of the items hereunder and Seller's schedule of activities to assure delivery by the time required herein. Without any responsibility to do so, ATC reserves the right to take steps to expedite acquisition, production and/or shipment of the items, if, in ATC's sole judgment, delivery of the completed items by the date required becomes doubtful. Seller shall reimburse ATC for all costs it may incur in expediting acquisition, production or shipment of the items.
- 9. CHANGES. ATC reserves the right at any time prior to delivery, by written order, to cancel, suspend, revise or change the goods or quantity of goods to be furnished by Seller hereunder, and in no event shall ATC be responsible for loss of anticipated profits or consequential damages. In the event of a revision to this Order by ATC, ATC shall be responsible only for the price of the goods accepted. Any increase in the price of the goods resulting from a revision is subject to the approval of ATC. Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" clause hereof. Pending resolution of the dispute, the Seller shall not be excused from proceeding with the order.
- as changed.
- 10. BANKRUPTCY. ATC may terminate this Purchase Order in whole or in part by written notice: (a) if the Seller shall become insolvent or make a general assignment for the benefit of creditors; or (b) if a petition under any bankruptcy act or similar statute is filed by or against the Seller and is not vacated within ten (10) days after it is filed.
- 11. PRICES. Seller warrants that the prices of the items covered by this Order are not in excess of Seller's lowest prices in effect on the date of this Order for comparable quantities of similar items or services, and are not in excess of prices charged by Seller for similar items to Seller's most favored customers.
- 12. INVOICING AND PAYMENT. A separate invoice shall be issued for each shipment. Unless otherwise specified, an invoice shall not be issued prior to shipment of items and payment will not be made prior to receipt and acceptance of the items and a correct invoice. Credit and discount periods shall be computed from the date of receipt of the correct invoice to the date ATC's check is mailed. Unless freight and other charges are separately itemized, discount shall be taken on full amount of invoice.

- 13. ASSIGNMENT. Neither this Order nor any interest herein nor claim thereunder shall be assigned or transferred by Seller, except as expressly authorized in writing by ATC.

 4. ADVERTISING AND PUBLICITY. Seller shall not, without written consent of ATC, publish the fact that ATC has placed this order with Seller, or release any information relative thereto. Seller shall not use the name of ATC or its parent organization, American Tower, Inc., or affiliates in any advertising or promotional literature.

 15. PATENT INFRINGEMENT. Seller agrees to indemnify, defend and hold harmless
- 15. PATENT INFRINGEMENT. Seller agrees to indemnity, detend and not narmiess ATC, its officers, agents, employees, successors and assigns against loss, damage or liability, including costs, expenses and attorney's fees on account of any suit, claim, judgment or demand involving the alleged infringement of any patent rights in the manufacture, delivery, use or disposition of any item or material supplied hereunder.
- 16. INDEMNITY. The Seller shall defend, save and hold ATC harmless from and against all suits or claims arising out of or relating to manuals, writings or the design of the goods furnished hereunder whether based upon any alleged injury to or death of any persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of the work or thereafter, whether such claims shall be made by an employee of the Seller, or by any other person. The Seller shall, at its own cost and expense, pay all costs incurred by ATC in connection therewith. If any judgment shall be rendered against ATC in any such action, the Seller shall sallsfy and discharge the same without cost or expense to ATC.
- 17. CONSEQUENTIAL DAMAGES. Notwithstanding any other provision herein, ATC shall under no circumstances be responsible to Seller for any consequential, indirect or special damages.
- 18. DELIVERY. Delivery shall be to the project site Free on Board (F.O.B.) unless otherwise designated in this Order.
- 19. TITLE AND RISK OF LOSS. Title to and risk of loss on all goods shipped by Seller to ATC shall not pass to ATC until ATC inspects and accepts such goods at the location designated by ATC.
- 20. TAXES. Except as otherwise provided in this Order, the prices herein include all federal, state and local taxes applicable to the goods purchased herein. All taxes shall be listed separately on Seller's invoice. If not listed, Seller assumes responsibility for their payment and shall indemnify and hold ATC harmless from all tax liability arising out of or related to the Order.
- 21. DISPUTES. Either party may litigate any dispute arising under or related to this Order or the breach thereof in a court of competent jurisdiction. Pending settlement of any such dispute by agreement or a final judgment, Setler shall proceed diligently with the performance hereof according to ATC's direction.
- 22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state and federal laws and executive orders and regulations issued pursuant thereto and agrees to indemnify ATC against any liability, loss, cost, damage or expense by reason of Seller's violation of this provision.
- 23. GOVERNING LAW. This Order shall be governed by the laws of the Commonwealth of Massachusetts.
- 24. SEVERABILITY. If any provision of this Order, or any part thereof, shall be invalid or unenforceable, such provision or part shall be deemed severed, and the remainder hereof shall be given full force and effect.
- 25. GOVERNMENT WORK. Seller agrees that any part of the articles or work hereby ordered which is intended for use on Government work shall, at all times, be subject to such changes, suspensions, terminations, and cancellation of the uncompleted portion as the Government requires. Seller shall not be entitled to any additional compensation for complying with such acts by the Government unless compensation is paid by the Government to the prime contractor for Seller's additional costs, and only to the extent compensation is so paid. Seller agrees to comply with all applicable statutes and valid governmental rules, regulations, requirements, provisions and conditions required by law to be included in this order, which are expressly incorporated herein. MISCELLANEOUS PROVISIONS. A Seller shall comply with the Fair Labor Standards Act, particularly sections 6, 7 and 12 thereof, and all other applicable Federal, state and local laws, regulations and orders and shall, upon request, furnish to Buyer a certificate to such effect. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the Employment of the Handicapped clause in Title 20, Part 741.3 of the Code of Federal Regulations, listing of Employment Openings for Veterans clause in Title 41, Part 50-250.2, of the code of Federal Regulations and Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250, of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. When applicable, Seller shall not discriminate against any employee or applicant for employment because of physical or mental handicap; and shall establish an affirmative action program applicable thereto, all as set forth in Part 741. Subchapter C, Chapter
- VI, Title 20 of the Code of Federal Regulations.

 27. ACCEPTANCE OF ORDER. By accepting this Order, Seller accepts all terms and conditions printed on both the face and reverse side hereof, and to all riders and attachments hereto issued by ATC, notwithstanding any proposal of the Seller for additional or different terms which shall not become part of this Order unless expressly agreed to in writing by ATC.

ATC Construction Services 3200 Cobb Galleria Parkway, Suite 205 Atlanta, GA 30339 PH: 770.953.9400 FAX: 770.859.9812

VENDOR:

	E ORDER NUMBER	REVISION	PAGE
55437		3	1 of 1
	urchase Order Num scknowledgements and corresp	packing list	
SHIP TO:			
	11312 S. Pipeline	Road	
	2nd Floor		
	Euless,TX 76040 United States		
BILL TO:	PO BOX 724267		
	Atlanta ,GA 31139 United States	1	
	United States		

5378		PROJECT # 23651	DATE OF ORDER	BUYER Maxwell, L		REVISED DATE/BU 14-SEP-04	YER Maxwell, L			
	NT TERMS	25001	SHIP METHOD	Thorner on a		F.O.B FOB DESTINATION				
	T TERMS			REQUESTOR/DELIVERY Rodriguez, Jose (Victo			CONFIRM TO/TELEPHONE (866) 234-6704			
ITEM	PART NUMBER	DESCRIPTION	DELIVERY DATE	QUANTITY	NOM	UNIT PRICE	EXTENDED	-		
1	BECHTEL CINGL	ll ice form to the scope, specification JLAR on site 4462 FM740/FM4 e incorporated herein by refere on.	160. These documents w				6,400.00			
For	questions rega	rding this PO, please c	ontact your Project	Manager		TOTAL	6,400.00			
This	document was o	duplicated electronicall	y and faxed to the	number listed	l below	·········				
Supp	olier Fax#: (319)) 232-6774				AUTHORIZ	ED SIGNATURE	_		

- AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior agreements.
- 2. TIME. Time is of the essence of this Order.
- 3. ACCEPTANCE. This Order shall be acknowledged and becomes a binding contract subject to the terms set forth herein when acknowledged in writing or upon commencement of performance by Seller. No change in the Order shall be valid unless agreed to in writing and signed by an authorized representative of ATC.
- 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the term "goods" shall mean and include all supplies, materials, work, services, equipment or other items whatsoever to be furnished by Seller under this Order.
- 5. INSPECTION. Notwithstanding any prior inspection or test, payment or receiving document, goods are subject to final inspection and acceptance at the destination for delivery stated herein. Payment for goods shall not constitute acceptance.
 6. WARRANTIES. (a) Notwithstanding inspection and acceptance by ATC of goods furnished under this Order or any provision of this Order concerning the conclusiveness thereof, Seller warrants that all goods furnished will be merchantable quality, will be fit for the purpose intended, and will be free from defects in material, workmanship and design, and conform in all aspects with the specifications and requirements of this Order.
- (b) Seller further warrants that all material and equipment furnished will be of the highest workmanlike quality and acceptable to ATC.
- (c) All Warranties hereunder shall be for a period of one (1) year from the date of delivery or the placement in service of the goods, whichever is later, and shall be warranties of future performance for each warranty year.
- (e) In the event of a breach of warranty hereunder, ATC may, at no increase in Order price or other cost to ATC, either: (1) require the prompt correction or replacement of defective or otherwise nonconforming goods or parts thereof, along with such new or revised data as is associated with the corrective action taken; or (2) retain such goods, whereupon the price thereof shall be reduced by an amount equitable under the circumstances; or (3) correct or replace such goods with similar goods, by contract or otherwise, and charge to Seller for all additional costs caused thereby to ATC.
- (f) Any goods or parts thereof corrected or furnished in replacement pursuant to this clause shall be subject to all the provisions of this clause to the same extent as goods initially delivered. The warranty with respect to such goods or parts thereof shall be equal in duration to the initial warranty period and shall run from the date of delivery or placement in service of such corrected or replaced goods, whichever is later.

 (a) ATC approval of Seller-generated designs, drawings or other technical documents.
- (g) ATC approval of Seller-generated designs, drawings or other technical documents shall in no way relieve Seller of its obligations under this or any other clause of this Order.
- 7. UNDERTAKINGS. In all cases wherein ATC is a prime or subcontractor to an Owner and the items hereunder are required by the Prime Contract, then Seller undertakes to ATC all obligations with respect to the items as ATC as subcontractor or as prime contractor, as the case may be, undertakes to the prime contractor or the Owner.
- 8. SCHEDULE & EXPEDITING. Seller shall keep ATC informed as to the status of the items hereunder and Seller's schedule of activities to assure delivery by the time required herein. Without any responsibility to do so, ATC reserves the right to take steps to expedite acquisition, production and/or shipment of the items, if, in ATC's sole judgment, delivery of the completed items by the date required becomes doubtful. Seller shall reimburse ATC for all costs it may incur in expediting acquisition, production or shipment of the items.
- 9. CHANGES. ATC reserves the right at any time prior to delivery, by written order, to cancel, suspend, revise or change the goods or quantity of goods to be furnished by Seller hereunder, and in no event shall ATC be responsible for loss of anticipated profits or consequential damages. In the event of a revision to this Order by ATC, ATC shall be responsible only for the price of the goods accepted. Any increase in the price of the goods resulting from a revision is subject to the approval of ATC. Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" clause hereof. Pending resolution of the dispute, the Seller shall not be excused from proceeding with the order.
- as changed.
- 10. BANKRUPTCY. ATC may terminate this Purchase Order in whole or in part by written notice: (a) if the Seller shall become insolvent or make a general assignment for the benefit of creditors; or (b) if a petition under any bankruptcy act or similar statute is filed by or against the Seller and is not vacated within ten (10) days after it is filed.
- 11. PRICES. Seller warrants that the prices of the items covered by this Order are not in excess of Seller's lowest prices in effect on the date of this Order for comparable quantities of similar items or services, and are not in excess of prices charged by Seller for similar items to Seller's most favored customers.
- 12. INVOICING AND PAYMENT. A separate invoice shall be issued for each shipment. Unless otherwise specified, an invoice shall not be issued prior to shipment of items and payment will not be made prior to receipt and acceptance of the items and a correct invoice. Credit and discount periods shall be computed from the date of receipt of the correct invoice to the date ATC's check is mailed. Unless freight and other charges are separately itemized, discount shall be taken on full amount of invoice.

- 13. ASSIGNMENT. Neither this Order nor any interest herein nor claim thereunder shall be assigned or transferred by Seller, except as expressly authorized in writing by ATC.
 14. ADVERTISING AND PUBLICITY. Seller shall not, without written consent of ATC, publish the fact that ATC has placed this order with Seller, or release any information relative thereto. Seller shall not use the name of ATC or its parent organization, American Tower, Inc., or affiliates in any advertising or promotional literature.
 15. PATENT INFRINGEMENT. Seller agrees to indemnify, defend and hold harmless
- 15. PATENT INFRINGEMENT. Seller agrees to indemnify, defend and hold harmless ATC, its officers, agents, employees, successors and assigns against loss, damage or liability, including costs, expenses and attorney's fees on account of any suit, claim, judgment or demand involving the alleged infringement of any patent rights in the manufacture, delivery, use or disposition of any item or material supplied hereunder.
- 16. INDEMNITY. The Seller shall defend, save and hold ATC harmless from and against all suits or claims arising out of or relating to manuals, writings or the design of the goods furnished hereunder whether based upon any alleged injury to or death of any persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of the work or thereafter, whether such claims shall be made by an employee of the Seller, or by any other person. The Seller shall, at its own cost and expense, pay all costs incurred by ATC in connection therewith. If any judgment shall be rendered against ATC in any such action, the Seller shall satisfy and discharge the same without cost or expense to ATC.
- 17. CONSEQUENTIAL DAMAGES. Notwithstanding any other provision herein, ATC shall under no circumstances be responsible to Seller for any consequential, indirect or special damages.
- 18. DELIVERY. Delivery shall be to the project site Free on Board (F.O.B.) unless otherwise designated in this Order.

 19. TITLE AND RISK OF LOSS. Title to and risk of loss on all goods shipped by Seller
- 19. TITLE AND RISK OF LOSS. Title to and risk of loss on all goods shipped by Seller to ATC shall not pass to ATC until ATC inspects and accepts such goods at the location designated by ATC.
- 20. TAXES. Except as otherwise provided in this Order, the prices herein include all federal, state and local taxes applicable to the goods purchased herein. All taxes shall be listed separately on Seller's invoice. If not listed, Seller assumes responsibility for their payment and shall indemnify and hold ATC harmless from all tax liability arising out of or related to the Order.
- 21. DISPUTES. Either party may litigate any dispute arising under or related to this Order or the breach thereof in a court of competent jurisdiction. Pending settlement of any such dispute by agreement or a final judgment, Seller shall proceed diligently with the performance hereof according to ATC's direction.
- 22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state and federal laws and executive orders and regulations issued pursuant thereto and agrees to indemnify ATC against any liability, loss, cost, damage or expense by reason of Seller's violation of this provision.
- 23. GOVERNING LAW. This Order shall be governed by the laws of the Commonwealth of Massachusetts.
- 24. SEVERABILITY. If any provision of this Order, or any part thereof, shall be invalid or unenforceable, such provision or part shall be deemed severed, and the remainder hereof shall be given full force and effect.
- 25. GOVERNMENT WORK. Seller agrees that any part of the articles or work hereby ordered which is intended for use on Government work shall, at all times, be subject to such changes, suspensions, terminations, and cancellation of the uncompleted portion as the Government requires. Seller shall not be entitled to any additional compensation for complying with such acts by the Government unless compensation is paid by the Government to the prime contractor for Seller's additional costs, and only to the extent compensation is so paid. Seller agrees to comply with all applicable statutes and valid governmental rules, regulations, requirements, provisions and conditions required by law to be included in this order, which are expressly incorporated herein. 26. MISCELLANEOUS PROVISIONS. A Seller shall comply with the Fair Labor Standards Act, particularly sections 6, 7 and 12 thereof, and all other applicable Federal, state and local laws, regulations and orders and shall, upon request, furnish to Buyer a certificate to such effect. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the Employment of the Handicapped clause in Title 20, Part 741.3 of the Code of Federal Regulations, listing of Employment Openings for Veterans clause in Title 41, Part 50-250.2, of the code of Federal Regulations and Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250, of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. When applicable, Seller shall not discriminate against any employee or applicant for employment because of physical or mental handicap; and shall establish an affirmative action program applicable thereto, all as set forth in Part 741, Subchapter C, Chapter
- VI, Title 20 of the Code of Federal Regulations.

 27. ACCEPTANCE OF ORDER. By accepting this Order, Seller accepts all terms and conditions printed on both the face and reverse side hereof, and to all riders and attachments hereto issued by ATC, notwithstanding any proposal of the Seller for additional or different terms which shall not become part of this Order unless expressly agreed to in writing by ATC.

FED ID #:

ATC TOWERSERVICES, INC.™

ATC Construction Services 3200 Cobb Galleria Parkway, Suite 205 Atlanta, GA 30339 PH: 770.953.9400 FAX: 770.859.9812

VENDOR:

JLB CONSTRUCTION INC 2327 FALLS AVENUE SUITE 4 WATERLOO, IA 50701 United States

PURCHASE ORDER PURCHASE ORDER NUMBER REVISION PAGE 53776 1 of 1 1 This Purchase Order Number must appear on all order acknowledgements, packing lists, cartons, and correspondence. SHIP TO: 6706 N. 9th Avenue, Suite B5 Pensacola,FL 32503 **United States** PO BOX 724267 BILL TO: Atlanta, GA 31139 United States

030427091

SUPPLI	ER NO.	PROJECT#	DATE OF ORDER			REVISED DATE/BU			
5378	0	22793	16-APR-04	Maxwell, L		21-SEP-04	Maxwell, L		
PAYMEI Net 3	NT TERMS		SHIP METHOD			F.O.B FOB DESTINATION			
REIGH	IT TERMS		REQUESTOR/DEL Bell, Troy	IVERY	CONFIRM TO/TELEPHONE (866) 234-6704				
ITEM	PART NUMBER	/DESCRIPTION	DELIVERY DATE	QUANTITY	иом	UNIT PRICE	EXTENDED	Т	
1	FOWL RIVER - RE EXISTING LINES ANTENNAS & M 300' AND INSTA MOUNTS, 9 ANT LINES, GROUND TERMINATE & S INSTALL & ROU JUMPERS, DIPL BIAS T'S INSIDE AND SWEEP o SHIP TO: Address at top of	G, OUNTS @ LL TENNAS & D, SWEEP; TE EXERS OF	15-APR-04				14,400.00	Y	
For	questions rega	rding this PO, please o	ontact your Project	Manager	<u> </u>	TOTAL	14,400.00	!	
This (document was	duplicated electronical	ly and faxed to the	number listed	below				
	olier Fax#: (319		•			AUTHORIZ	ED SIGNATURE	-	

- AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior agreements.
- 2. TIME. Time is of the essence of this Order.
- 3. ACCEPTANCE. This Order shall be acknowledged and becomes a binding contract subject to the terms set forth herein when acknowledged in writing or upon commencement of performance by Seller. No change in the Order shall be valid unless agreed to in writing and signed by an authorized representative of ATC.
- 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the term "goods" shall mean and include all supplies, materials, work, services, equipment or other items whatsoever to be furnished by Seller under this Order.
- 5. INSPECTION. Notwithstanding any prior inspection or test, payment or receiving document, goods are subject to final inspection and acceptance at the destination for delivery stated herein. Payment for goods shall not constitute acceptance.
 6. WARRANTIES. (a) Notwithstanding inspection and acceptance by ATC of goods furnished under this Order or any provision of this Order concerning the conclusiveness thereof, Seller warrants that all goods furnished will be merchantable quality, will be fit for the purpose intended, and will be free from defects in material, workmanship and
- design, and conform in all aspects with the specifications and requirements of this Order.

 (b) Seller further warrants that all material and equipment furnished will be of the highest workmanlike quality and acceptable to ATC.
- (c) All Warranties hereunder shall be for a period of one (1) year from the date of delivery or the placement in service of the goods, whichever is later, and shall be warranties of future performance for each warranty year.

 (e) In the event of a breach of warranty hereunder, ATC may, at no increase in Order
- (e) In the event of a breach of warranty hereunder, ATC may, at no increase in Order price or other cost to ATC, either: (1) require the prompt correction or replacement of defective or otherwise nonconforming goods or parts thereof, along with such new or revised data as is associated with the corrective action taken; or (2) retain such goods, whereupon the price thereof shall be reduced by an amount equitable under the circumstances; or (3) correct or replace such goods with similar goods, by contract or otherwise, and charge to Seller for all additional costs caused thereby to ATC.

 (f) Any goods or parts thereof corrected or furnished in replacement pursuant to this
- (f) Any goods or parts thereof corrected or furnished in replacement pursuant to this clause shall be subject to all the provisions of this clause to the same extent as goods initially delivered. The warranty with respect to such goods or parts thereof shall be equal in duration to the initial warranty period and shall run from the date of delivery or placement in service of such corrected or replaced goods, whichever is later.
 (g) ATC approval of Seller-generated designs, drawings or other technical documents
- (g) ATC approval of Seller-generated designs, drawings or other technical documents shall in no way relieve Seller of its obligations under this or any other clause of this Order.
- 7. UNDERTAKINGS. In all cases wherein ATC is a prime or subcontractor to an Owner and the items hereunder are required by the Prime Contract, then Seller undertakes to ATC all obligations with respect to the items as ATC as subcontractor or as prime contractor, as the case may be, undertakes to the prime contractor or the Owner.
- 8. SCHEDULE & EXPEDITING. Seller shall keep ATC informed as to the status of the items hereunder and Seller's schedule of activities to assure delivery by the time required herein. Without any responsibility to do so, ATC reserves the right to take steps to expedite acquisition, production and/or shipment of the items, if, in ATC's sole judgment, delivery of the completed items by the date required becomes doubtful. Seller shall reimburse ATC for all costs it may incur in expediting acquisition, production or shipment of the items.
- 9. CHANGES. ATC reserves the right at any time prior to delivery, by written order, to cancel, suspend, revise or change the goods or quantity of goods to be furnished by Seller hereunder, and in no event shall ATC be responsible for loss of anticipated profits or consequential damages. In the event of a revision to this Order by ATC, ATC shall be responsible only for the price of the goods accepted. Any increase in the price of the goods resulting from a revision is subject to the approval of ATC. Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" clause hereof. Pending resolution of the dispute, the Seller shall not be excused from proceeding with the order.
- as changed
- 10. BANKRUPTCY. ATC may terminate this Purchase Order in whole or in part by written notice: (a) if the Seller shall become insolvent or make a general assignment for the benefit of creditors; or (b) if a petition under any bankruptcy act or similar statute is filed by or against the Seller and is not vacated within ten (10) days after it is filed.
- 11. PRICES. Seller warrants that the prices of the items covered by this Order are not in excess of Seller's lowest prices in effect on the date of this Order for comparable quantities of similar items or services, and are not in excess of prices charged by Seller for similar items to Seller's most favored customers.
- 12. INVOICING AND PAYMENT. A separate invoice shall be issued for each shipment. Unless otherwise specified, an invoice shall not be issued prior to shipment of items and payment will not be made prior to receipt and acceptance of the items and a correct invoice. Credit and discount periods shall be computed from the date of receipt of the correct invoice to the date ATC's check is mailed. Unless freight and other charges are separately itemized, discount shall be taken on full amount of invoice.

- 13. ASSIGNMENT. Neither this Order nor any interest herein nor claim thereunder shall be assigned or transferred by Seller, except as expressly authorized in writing by ATC.
 14. ADVERTISING AND PUBLICITY. Seller shall not, without written consent of ATC, publish the fact that ATC has placed this order with Seller, or release any information relative thereto. Seller shall not use the name of ATC or its parent organization, American Tower large or affiliates in any advertising or promotional literature.
- Tower, Inc., or affiliates in any advertising or promotional literature.

 15. PATENT INFRINGEMENT. Seller agrees to indemnify, defend and hold harmless ATC, its officers, agents, employees, successors and assigns against loss, damage or liability, including costs, expenses and attorney's fees on account of any suit, claim, judgment or demand involving the alleged infringement of any patent rights in the manufacture, delivery, use or disposition of any item or material supplied hereunder.
- 16. INDEMNITY. The Seller shall defend, save and hold ATC harmless from and against all suits or claims arising out of or relating to manuals, writings or the design of the goods furnished hereunder whether based upon any alleged injury to or death of any persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of the work or thereafter, whether such claims shall be made by an employee of the Seller, or by any other person. The Seller shall, at its own cost and expense, pay all costs incurred by ATC in connection therewith. If any judgment shall be rendered against ATC in any such action, the Seller shall satisfy and discharge the same without cost or expense to ATC.
- 17. CONSEQUENTIAL DAMAGES. Notwithstanding any other provision herein, ATC shall under no circumstances be responsible to Seller for any consequential, indirect or special damages.
- 18. DELIVERY. Delivery shall be to the project site Free on Board (F.O.B.) unless otherwise designated in this Order.
- 19. TITLE AND RISK OF LOSS. Title to and risk of loss on all goods shipped by Seller to ATC shall not pass to ATC until ATC inspects and accepts such goods at the location designated by ATC.
- 20. TAXES. Except as otherwise provided in this Order, the prices herein include all federal, state and local taxes applicable to the goods purchased herein. All taxes shall be listed separately on Seller's invoice. If not listed, Seller assumes responsibility for their payment and shall indemnify and hold ATC harmless from all tax liability arising out of or related to the Order.
- 21. DISPUTES. Either party may litigate any dispute arising under or related to this Order or the breach thereof in a court of competent jurisdiction. Pending settlement of any such dispute by agreement or a final judgment, Seller shall proceed diligently with the performance hereof according to ATC's direction.
 22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state
- 22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state and federal laws and executive orders and regulations issued pursuant thereto and agrees to indemnify ATC against any liability, loss, cost, damage or expense by reason of Seller's violation of this provision.
- 23. GOVERNING LAW. This Order shall be governed by the laws of the Commonwealth of Massachusetts.
- 24. SEVERABILITY. If any provision of this Order, or any part thereof, shall be invalid or unenforceable, such provision or part shall be deemed severed, and the remainder hereof shall be given full force and effect.
- 25. GOVERNMENT WORK. Seller agrees that any part of the articles or work hereby ordered which is intended for use on Government work shall, at all times, be subject to such changes, suspensions, terminations, and cancellation of the uncompleted portion as the Government requires. Seller shall not be entitled to any additional compensation for complying with such acts by the Government unless compensation is paid by the Government to the prime contractor for Seller's additional costs, and only to the extent compensation is so paid. Seller agrees to comply with all applicable statutes and valid governmental rules, regulations, requirements, provisions and conditions required by law to be included in this order, which are expressly incorporated herein.

 26. MISCELLANEOUS PROVISIONS. A Seller shall comply with the Fair Labor Standards Act, particularly sections 6, 7 and 12 thereof, and all other applicable Federal, state and local laws, regulations and orders and shall, upon request, furnish to
- Pederal, state and local laws, regulations and orders and shall, upon request, turnish to Buyer a certificate to such effect. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the Employment of the Handicapped clause in Title 20, Part 741.3 of the Code of Federal Regulations, listing of Employment Openings for Veterans clause in Title 41, Part 50-250.2, of the code of Federal Regulations and Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250, of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. When applicable, Seller shall not discriminate against any employee or applicant for employment because of physical or mental handicap; and shall establish an affirmative action program applicable thereto, all as set forth in Part 741, Subchapter C, Chapter VI, Title 20 of the Code of Federal Regulations.
- 27. ACCEPTANCE OF ORDER. By accepting this Order, Seller accepts all terms and conditions printed on both the face and reverse side hereof, and to all riders and attachments hereto issued by ATC, notwithstanding any proposal of the Seller for additional or different terms which shall not become part of this Order unless expressly agreed to in writing by ATC.

ATC Construction Services 3200 Cobb Galleria Parkway, Suite 205 Atlanta, GA 30339 PH: 770.953.9400 FAX: 770.859.9812

VENDOR:

JLB CONSTRUCTION INC 2327 FALLS AVENUE SUITE 4 WATERLOO, IA 50701 United States

PURCHASE ORDER PURCHASE ORDER NUMBER REVISION PAGE 50637 3 1 of 1 This Purchase Order Number must appear on all order acknowledgements, packing lists, cartons, and correspondence. SHIP TO: 19951 W. 162nd Street Olathe, KS 66062 United States PO BOX 724267 BILL TO: Atlanta ,GA 31139 United States FED ID #: 030427091

SUPPLI	ER NÖ.	PROJECT#	DATE OF ORDER	BUYER		REVISED DATE/BU	IYER		
5378	30	21785	04-MAR-04	Cole, T		23-SEP-04	Cole, T		
PAYME Net 3	NT TERMS 30		SHIP METHOD	.		F.O.B FOB DESTINA			
FREIGH	IT TERMS		REQUESTOR/DEL Westberry, Jam				CONFIRM TO/TELEPHONE (866) 234-6704		
ITEM	PART NUMBER/DE	ESCRIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	EXTENDED	T	
1	21785 civil electric antenna and lines Graytak o SHIP TO: Address at top of pa	age	04-MAR-04				195.00	Y	
For	questions regardi	ng this PO, please co	ontact your Project	Manager		TOTAL	195.00		
This c	document was dur	olicated electronicall	y and faxed to the n	umber listed	below		· · · · · · · · · · · · · · · · · · ·	\dashv	
Supp	lier Fax#: (319) 23	32-6774				AUTHORIZE	D SIGNATURE	-	
	Pleas	- 5 (1) - 5	AUTHORIZED SIGNATURE						

- 1. AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior
- 2, TIME. Time is of the essence of this Order.
- 3. ACCEPTANCE. This Order shall be acknowledged and becomes a binding contract subject to the terms set forth herein when acknowledged in writing or upon commencement of performance by Seller. No change in the Order shall be valid unless agreed to in writing and signed by an authorized representative of ATC.
- 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the term "goods" shall mean and include all supplies, materials, work, services, equipment or other items whatsoever to be furnished by Seller under this Order.
- 5. INSPECTION. Notwithstanding any prior inspection or test, payment or receiving document, goods are subject to final inspection and acceptance at the destination for delivery stated herein. Payment for goods shall not constitute acceptance 6. WARRANTIES. (a) Notwithstanding inspection and acceptance by ATC of goods furnished under this Order or any provision of this Order concerning the conclusiveness thereof, Seller warrants that all goods furnished will be merchantable quality, will be fit for the purpose intended, and will be free from defects in material, workmanship and design, and conform in all aspects with the specifications and requirements of this
- (b) Seller further warrants that all material and equipment furnished will be of the highest workmanlike quality and acceptable to ATC.
- (c) All Warranties hereunder shall be for a period of one (1) year from the date of delivery or the placement in service of the goods, whichever is later, and shall be warranties of future performance for each warranty year.
- (e) In the event of a breach of warranty hereunder, ATC may, at no increase in Order price or other cost to ATC, either: (1) require the prompt correction or replacement of defective or otherwise nonconforming goods or parts thereof, along with such new or revised data as is associated with the corrective action taken; or (2) retain such goods, whereupon the price thereof shall be reduced by an amount equitable under the circumstances; or (3) correct or replace such goods with similar goods, by contract or otherwise, and charge to Seller for all additional costs caused thereby to ATC. (f) Any goods or parts thereof corrected or furnished in replacement pursuant to this
- clause shall be subject to all the provisions of this clause to the same extent as goods initially delivered. The warranty with respect to such goods or parts thereof shall be equal in duration to the initial warranty period and shall run from the date of delivery or placement in service of such corrected or replaced goods, whichever is later,
- (g) ATC approval of Seller-generated designs, drawings or other technical documents shall in no way relieve Seller of its obligations under this or any other clause of this Order
- 7. UNDERTAKINGS. In all cases wherein ATC is a prime or subcontractor to an Owner and the items hereunder are required by the Prime Contract, then Seller undertakes to ATC all obligations with respect to the items as ATC as subcontractor or as prime contractor, as the case may be, undertakes to the prime contractor or the Owner.
- 8. SCHEDULE & EXPEDITING. Seller shall keep ATC informed as to the status of the items hereunder and Seller's schedule of activities to assure delivery by the time required herein. Without any responsibility to go so, ATC reserves the right to take steps to expedite acquisition, production and/or shipment of the items, if, in ATC's sole judgment, delivery of the completed items by the date required becomes doubtful. Seller shall reimburse ATC for all costs it may incur in expediting acquisition, production or shipment of the items.
- 9. CHANGES. ATC reserves the right at any time prior to delivery, by written order, to cancel, suspend, revise or change the goods or quantity of goods to be furnished by Seller hereunder, and in no event shall ATC be responsible for loss of anticipated profits or consequential damages. In the event of a revision to this Order by ATC, ATC shall be responsible only for the price of the goods accepted. Any increase in the price of the goods resulting from a revision is subject to the approval of ATC. Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" clause hereof. Pending resolution of the dispute, the Seller shall not be excused from proceeding with the order
- as changed
- 10. BANKRUPTCY. ATC may terminate this Purchase Order in whole or in part by written notice: (a) if the Seller shall become insolvent or make a general assignment for the benefit of creditors; or (b) if a petition under any bankruptcy act or similar statute is filed by or against the Seller and is not vacated within ten (10) days after it is filed. 11. PRICES. Seller warrants that the prices of the items covered by this Order are not
- in excess of Seller's lowest prices in effect on the date of this Order for comparable quantities of similar items or services, and are not in excess of prices charged by Seller for similar items to Seller's most favored customers.
- 12. INVOICING AND PAYMENT. A separate invoice shall be issued for each shipment. Unless otherwise specified, an invoice shall not be issued prior to shipment of items and payment will not be made prior to receipt and acceptance of the items and a correct invoice. Credit and discount periods shall be computed from the date of receipt of the correct invoice to the date ATC's check is mailed. Unless freight and other charges are separately itemized, discount shall be taken on full amount of invoice.

13. ASSIGNMENT. Neither this Order nor any interest herein nor claim thereunder shall be assigned or transferred by Seller, except as expressly authorized in writing by ATC. 14. ADVERTISING AND PUBLICITY. Seller shall not, without written consent of ATC, publish the fact that ATC has placed this order with Seller, or release any information relative thereto. Seller shall not use the name of ATC or its parent organization, American Tower, Inc., or affiliates in any advertising or promotional literature.

15. PATENT INFRINGEMENT. Seller agrees to indemnify, defend and hold harmless ATC, its officers, agents, employees, successors and assigns against loss, damage or liability, including costs, expenses and attorney's fees on account of any suit, claim,

judgment or demand involving the alleged infringement of any patent rights in the

manufacture, delivery, use or disposition of any item or material supplied hereunder.

- 16. INDEMNITY. The Seller shall defend, save and hold ATC harmless from and against all suits or claims arising out of or relating to manuals, writings or the design of the goods furnished hereunder whether based upon any alleged injury to or death of any persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of the work or thereafter, whether such claims shall be made by an employee of the Seller, or by any other person. The Seller shall, at its own cost and expense, pay all costs incurred by ATC in connection therewith. If any judgment shall be rendered against ATC in any such action, the Seller shall satisfy and discharge the same without cost or expense to ATC.
- 17. CONSEQUENTIAL DAMAGES. Notwithstanding any other provision herein, ATC shall under no circumstances be responsible to Seller for any consequential, indirect or special damages.
- 18. DELIVERY. Delivery shall be to the project site Free on Board (F.O.B.) unless otherwise designated in this Order.

 19. TITLE AND RISK OF LOSS. Title to and risk of loss on all goods shipped by Seller
- to ATC shall not pass to ATC until ATC inspects and accepts such goods at the location designated by ATC.
- 20. TAXES. Except as otherwise provided in this Order, the prices herein include all federal, state and local taxes applicable to the goods purchased herein. All taxes shall be listed separately on Seller's invoice. If not listed, Seller assumes responsibility for their payment and shall indemnify and hold ATC harmless from all tax liability arising out of or related to the Order.
- 21. DISPUTES. Either party may litigate any dispute arising under or related to this Order or the breach thereof in a court of competent jurisdiction. Pending settlement of any such dispute by agreement or a final judgment, Seller shall proceed diligently with the performance hereof according to ATC's direction.
- 22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state and federal laws and executive orders and regulations issued pursuant thereto and agrees to indemnify ATC against any liability, loss, cost, damage or expense by reason of Seller's violation of this provision.
- 23. GOVERNING LAW. This Order shall be governed by the laws of the Commonwealth of Massachusetts.
- 24. SEVERABILITY. If any provision of this Order, or any part thereof, shall be invalid or unenforceable, such provision or part shall be deemed severed, and the remainder hereof shall be given full force and effect.
- 25. GOVERNMENT WORK. Seller agrees that any part of the articles or work hereby ordered which is intended for use on Government work shall, at all times, be subject to such changes, suspensions, terminations, and cancellation of the uncompleted portion as the Government requires. Seller shall not be entitled to any additional compensation for complying with such acts by the Government unless compensation is paid by the Government to the prime contractor for Seller's additional costs, and only to the extent compensation is so paid. Seller agrees to comply with all applicable statutes and valid governmental rules, regulations, requirements, provisions and conditions required by law to be included in this order, which are expressly incorporated herein. MISCELLANEOUS PROVISIONS. A Seller shall comply with the Fair Labor Standards Act, particularly sections 6, 7 and 12 thereof, and all other applicable Federal, state and local laws, regulations and orders and shall, upon request, furnish to Buyer a certificate to such effect. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the Employment of the Handicapped clause in Title 20, Part 741.3 of the Code of Federal Regulations, listing of Employment Openings for Veterans clause in Title 41, Part 50-250.2, of the code of Federal Regulations and Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250, of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. When applicable, Seller shall not discriminate against any employee or applicant for
- VI, Title 20 of the Code of Federal Regulations.

 27. ACCEPTANCE OF ORDER. By accepting this Order, Seller accepts all terms and conditions printed on both the face and reverse side hereof, and to all riders and attachments hereto issued by ATC, notwithstanding any proposal of the Seller for additional or different terms which shall not become part of this Order unless expressly agreed to in writing by ATC.

employment because of physical or mental handicap; and shall establish an affirmative

action program applicable thereto, all as set forth in Part 741, Subchapter C, Chapter

ATC Construction Services 3200 Cobb Galleria Parkway, Suite 205 Atlanta, GA 30339 PH: 770.953.9400 FAX: 770.859.9812

VENDOR:

JLB CONSTRUCTION INC 2327 FALLS AVENUE SUITE 4 WATERLOO, IA 50701 United States

PURCHASE ORDER PURCHASE ORDER NUMBER REVISION PAGE 54855 0 1 of 1 This Purchase Order Number must appear on all order acknowledgements, packing lists, cartons, and correspondence. SHIP TO: 306 Woodland Drive La Place LA 70068 United States PO BOX 724267 BILL TO: Atlanta, GA 31139 **United States**

FED ID #: 030427091

Z2768 TION	03-MAY-04 SHIP METHOD REQUESTOR/DEL Merritt, Carl DELIVERY DATE 29-APR-04	Maxwell, L. IVERY QUANTITY	UOM	F.O.B FOB DESTINA CONFIRM TO/TELE (866) 234-6704 UNIT PRICE	PHONE
TION	REQUESTOR/DEL Merritt, Carl DELIVERY DATE		UOM	FOB DESTINA CONFIRM TO/TELE (866) 234-6704	EXTENDED
TION	Merritt, Carl DELIVERY DATE		UOM	CONFIRM TO/TELE (866) 234-6704	EXTENDED
TION	Merritt, Carl DELIVERY DATE		UOM	(866) 234-6704	EXTENDED
TION	DELIVERY DATE	QUANTITY	UOM		EXTENDED
TION	DATE	QUANTITY	NOM	UNIT PRICE	
	29-APR-04				9,000.00
s PO, please cont	act your Project	Manager		TOTAL	9,000.00
	electronically a	electronically and faxed to the r		electronically and faxed to the number listed below	electronically and faxed to the number listed below

- AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior agreements.
- 2. TIME. Time is of the essence of this Order.
- 3. ACCEPTANCE. This Order shall be acknowledged and becomes a binding contract subject to the terms set forth herein when acknowledged in writing or upon commencement of performance by Seller. No change in the Order shall be valid unless agreed to in writing and signed by an authorized representative of ATC.
- 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the term "goods" shall mean and include all supplies, materials, work, services, equipment or other items whatsoever to be furnished by Seller under this Order.
- 5. INSPECTION. Notwithstanding any prior inspection or test, payment or receiving document, goods are subject to final inspection and acceptance at the destination for delivery stated herein. Payment for goods shall not constitute acceptance.
 6. WARRANTIES. (a) Notwithstanding inspection and acceptance by ATC of goods furnished under this Order or any provision of this Order concerning the conclusiveness thereof, Seller warrants that all goods furnished will be merchantable quality, will be fit
- furnished under this Order or any provision of this Order concerning the conclusivenes thereof, Seller warrants that all goods furnished will be merchantable quality, will be fit for the purpose intended, and will be free from defects in material, workmanship and design, and conform in all aspects with the specifications and requirements of this Order.
- (b) Seller further warrants that all material and equipment furnished will be of the highest workmanlike quality and acceptable to ATC.
- (c) All Warranties hereunder shall be for a period of one (1) year from the date of delivery or the placement in service of the goods, whichever is later, and shall be warranties of future performance for each warranty year.
- (e) In the event of a breach of warranty hereunder, ATC may, at no increase in Order price or other cost to ATC, either: (1) require the prompt correction or replacement of defective or otherwise nonconforming goods or parts thereof, along with such new or revised data as is associated with the corrective action taken; or (2) retain such goods, whereupon the price thereof shall be reduced by an amount equitable under the circumstances; or (3) correct or replace such goods with similar goods, by contract or otherwise, and charge to Seller for all additional costs caused thereby to ATC. (f) Any goods or parts thereof corrected or furnished in replacement pursuant to this clause shall be subject to all the provisions of this clause to the same extent as goods initially delivered. The warranty with respect to such goods or parts thereof shall be equal in duration to the initial warranty period and shall run from the date of delivery or
- placement in service of such corrected or replaced goods, whichever is later.

 (g) ATC approval of Seller-generated designs, drawings or other technical documents shall in no way relieve Seller of its obligations under this or any other clause of this Order.
- 7. UNDERTAKINGS. In all cases wherein ATC is a prime or subcontractor to an Owner and the items hereunder are required by the Prime Contract, then Seller undertakes to ATC all obligations with respect to the items as ATC as subcontractor or as prime contractor, as the case may be, undertakes to the prime contractor or the Owner.
- 8. SCHEDULE & EXPEDITING. Seller shall keep ATC informed as to the status of the items hereunder and Seller's schedule of activities to assure delivery by the time required herein. Without any responsibility to do so, ATC reserves the right to take steps to expedite acquisition, production and/or shipment of the items, if, in ATC's sole judgment, delivery of the completed items by the date required becomes doubtful. Seller shall reimburse ATC for all costs it may incur in expediting acquisition, production or shipment of the items.
- 9. CHANGES. ATC reserves the right at any time prior to delivery, by written order, to cancel, suspend, revise or change the goods or quantity of goods to be furnished by Seller hereunder, and in no event shall ATC be responsible for loss of anticipated profits or consequential damages. In the event of a revision to this Order by ATC, ATC shall be responsible only for the price of the goods accepted. Any increase in the price of the goods resulting from a revision is subject to the approval of ATC. Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" clause hereof. Pending resolution of the dispute, the Seller shall not be excused from proceeding with the order.
- 10. BANKRUPTCY. ATC may terminate this Purchase Order in whole or in part by written notice: (a) if the Seller shall become insolvent or make a general assignment for the benefit of creditors; or (b) if a petition under any bankruptcy act or similar statute is

as changed.

- filed by or against the Seller and is not vacated within ten (10) days after it is filed.

 11. PRICES. Seller warrants that the prices of the items covered by this Order are not in excess of Seller's lowest prices in effect on the date of this Order for comparable quantities of similar items or services, and are not in excess of prices charged by Seller for similar items to Seller's most favored customers.
- 12. INVOICING AND PAYMENT. A separate invoice shall be issued for each shipment. Unless otherwise specified, an invoice shall not be issued prior to shipment of items and payment will not be made prior to receipt and acceptance of the items and a correct invoice. Credit and discount periods shall be computed from the date of receipt of the correct invoice to the date ATC's check is mailed. Unless freight and other charges are separately itemized, discount shall be taken on full amount of invoice.

- 13. ASSIGNMENT. Neither this Order nor any interest herein nor claim thereunder shall be assigned or transferred by Seller, except as expressly authorized in writing by ATC. 14. ADVERTISING AND PUBLICITY. Seller shall not, without written consent of ATC, publish the fact that ATC has placed this order with Seller, or release any information relative thereto. Seller shall not use the name of ATC or its parent organization, American Tower, Inc., or affiliates in any advertising or promotional literature.
- 15. PATENT INFRINGEMENT. Seller agrees to indemnify, defend and hold harmless ATC, its officers, agents, employees, successors and assigns against loss, damage or liability, including costs, expenses and attorney's fees on account of any suit, claim, judgment or demand involving the alleged infringement of any patent rights in the manufacture, delivery, use or disposition of any item or material supplied hereunder.
- 16. INDEMNITY. The Seller shall defend, save and hold ATC harmless from and against all sults or claims arising out of or relating to manuals, writings or the design of the goods furnished hereunder whether based upon any alleged injury to or death of any persons or damage to properly that may occur, or that may be alleged to have occurred in the course of the performance of the work or thereafter, whether such claims shall be made by an employee of the Seller, or by any other person. The Seller shall, at its own cost and expense, pay all costs incurred by ATC in connection therewith. If any judgment shall be rendered against ATC in any such action, the Seller shall satisfy and discharge the same without cost or expense to ATC.
- 17. CONSEQUENTIAL DAMAGES. Notwithstanding any other provision herein, ATC shall under no circumstances be responsible to Seller for any consequential, indirect or special damages.
- DELIVERY. Delivery shall be to the project site Free on Board (F.O.B.) unless otherwise designated in this Order.
 TITLE AND RISK OF LOSS. Title to and risk of loss on all goods shipped by Seller
- 19. TITLE AND RISK OF LOSS. Title to and risk of loss on all goods shipped by Seller to ATC shall not pass to ATC until ATC inspects and accepts such goods at the location designated by ATC.
- 20. TAXES. Except as otherwise provided in this Order, the prices herein include all federal, state and local taxes applicable to the goods purchased herein. All taxes shall be listed separately on Seller's invoice. If not listed, Seller assumes responsibility for their payment and shall indemnify and hold ATC harmless from all tax liability arising out of or related to the Order.
- 21. DISPUTES. Either party may litigate any dispute arising under or related to this Order or the breach thereof in a court of competent jurisdiction. Pending settlement of any such dispute by agreement or a final judgment, Seller shall proceed diligently with the performance hereof according to ATC's direction.
- the performance hereof according to ATC's direction.

 22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state and federal laws and executive orders and regulations issued pursuant thereto and agrees to indemnify ATC against any liability, loss, cost, damage or expense by reason of Seller's violation of this provision.
- 23. GOVERNING LAW. This Order shall be governed by the laws of the Commonwealth of Massachusetts.
- 24. SEVERABILITY. If any provision of this Order, or any part thereof, shall be invalid or unenforceable, such provision or part shall be deemed severed, and the remainder hereof shall be given full force and effect.
- 25. GOVERNMENT WORK. Seller agrees that any part of the articles or work hereby ordered which is intended for use on Government work shall, at all times, be subject to such changes, suspensions, terminations, and cancellation of the uncompleted portion as the Government requires. Seller shall not be entitled to any additional compensation for complying with such acts by the Government unless compensation is paid by the Government to the prime contractor for Seller's additional costs, and only to the extent compensation is so paid. Seller agrees to comply with all applicable statutes and valid governmental rules, regulations, requirements, provisions and conditions required by law to be included in this order, which are expressly incorporated herein. MISCELLANEOUS PROVISIONS. A Seller shall comply with the Fair Labor Standards Act, particularly sections 6, 7 and 12 thereof, and all other applicable Federal, state and local laws, regulations and orders and shall, upon request, furnish to Buyer a certificate to such effect. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the Employment of the Handicapped clause in Title 20, Part 741.3 of the Code of Federal Regulations, listing of Employment Openings for Veterans clause in Title 41, Part 50-250.2, of the code of Federal Regulations and Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250, of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. When applicable, Seller shall not discriminate against any employee or applicant for employment because of physical or mental handicap; and shall establish an affirmative
- VI, Title 20 of the Code of Federal Regulations.

 27. ACCEPTANCE OF ORDER. By accepting this Order, Seller accepts all terms and conditions printed on both the face and reverse side hereof, and to all riders and attachments hereto issued by ATC, notwithstanding any proposal of the Seller for additional or different terms which shall not become part of this Order unless expressly agreed to in writing by ATC.

action program applicable thereto, all as set forth in Part 741, Subchapter C, Chapter

ATC Construction Services 3200 Cobb Galleria Parkway, Suite 205 Atlanta, GA 30339 PH: 770.953.9400 FAX: 770.859.9812

VENDOR:

JLB CONSTRUCTION INC 2327 FALLS AVENUE SUITE 4 WATERLOO, IA 50701 United States

PURCHASE ORDER PURCHASE ORDER NUMBER REVISION PAGE 52635 1 of 1 This Purchase Order Number must appear on all order acknowledgements, packing lists, cartons, and correspondence. SHIP TO: 306 Woodland Drive La Place, LA 70068 United States PO BOX 724267 BILL TO: Atlanta ,GA 31139 United States FED ID #: 030427091

SUPPLIER NO. PROJECT# DATE OF ORDER/BUYER REVISED DATE/BUYER 53780 22847 30-MAR-04 Maxwell, L PAYMENT TERMS SHIP METHOD F.O.B Net 30 FOB DESTINATION FREIGHT TERMS REQUESTOR/DELIVERY CONFIRM TO/TELEPHONE Merritt, Carl (866) 234-6704 **DELIVERY** ITEM PART NUMBER/DESCRIPTION QUANTITY **UOM UNIT PRICE EXTENDED** DATE 1 antenna and line 29-MAR-04 6,000.00 installation o SHIP TO: Address at top of page For questions regarding this PO, please contact your Project Manager **TOTAL** 6,000.00 This document was duplicated electronically and faxed to the number listed below Supplier Fax#: (319) 232-6774 **AUTHORIZED SIGNATURE**

- AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior agreements.
- 2. TIME. Time is of the essence of this Order.
- 3. ACCEPTANCE. This Order shall be acknowledged and becomes a binding contract subject to the terms set forth herein when acknowledged in writing or upon commencement of performance by Seller. No change in the Order shall be valid unless agreed to in writing and signed by an authorized representative of ATC.
- 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the term "goods" shall mean and include all supplies, materials, work, services, equipment or other items whatsoever to be furnished by Seller under this Order.
- 5. INSPECTION. Notwithstanding any prior inspection or test, payment or receiving document, goods are subject to final inspection and acceptance at the destination for delivery stated herein. Payment for goods shall not constitute acceptance.
- 6. WARRANTIES. (a) Notwithstanding inspection and acceptance by ATC of goods furnished under this Order or any provision of this Order concerning the conclusiveness thereof, Seller warrants that all goods furnished will be merchantable quality, will be fit for the purpose intended, and will be free from defects in material, workmanship and design, and conform in all aspects with the specifications and requirements of this Order.
- (b) Seller further warrants that all material and equipment furnished will be of the highest workmanlike quality and acceptable to ATC.
- (c) All Warranties hereunder shall be for a period of one (1) year from the date of delivery or the placement in service of the goods, whichever is later, and shall be warranties of future performance for each warranty year.
- (e) In the event of a breach of warranty hereunder, ATC may, at no increase in Order price or other cost to ATC, either: (1) require the prompt correction or replacement of defective or otherwise nonconforming goods or parts thereof, along with such new or revised data as is associated with the corrective action taken; or (2) retain such goods, whereupon the price thereof shall be reduced by an amount equitable under the circumstances; or (3) correct or replace such goods with similar goods, by contract or otherwise, and charge to Seller for all additional costs caused thereby to ATC. (f) Any goods or parts thereof corrected or furnished in replacement pursuant to this clause shall be subject to all the provisions of this clause to the same extent as goods
- initially delivered. The warranty with respect to such goods or parts thereof shall be equal in duration to the initial warranty period and shall run from the date of delivery or placement in service of such corrected or replaced goods, whichever is later. (g) ATC approval of Seller-generated designs, drawings or other technical documents shall in no way relieve Seller of its obligations under this or any other clause of this
- 7. UNDERTAKINGS. In all cases wherein ATC is a prime or subcontractor to an Owner and the items hereunder are required by the Prime Contract, then Seller undertakes to ATC all obligations with respect to the items as ATC as subcontractor or as prime contractor, as the case may be, undertakes to the prime contractor or the Owner.
- 8. SCHEDULE & EXPEDITING. Seller shall keep ATC informed as to the status of the items hereunder and Seller's schedule of activities to assure delivery by the time required herein. Without any responsibility to do so, ATC reserves the right to take steps to expedite acquisition, production and/or shipment of the items, if, in ATC's sole judgment, delivery of the completed items by the date required becomes doubtful. Seller shall reimburse ATC for all costs it may incur in expediting acquisition, production or shipment of the items.
- 9. CHANGES. ATC reserves the right at any time prior to delivery, by written order, to cancel, suspend, revise or change the goods or quantity of goods to be furnished by Seller hereunder, and in no event shall ATC be responsible for loss of anticipated profits or consequential damages. In the event of a revision to this Order by ATC, ATC shall be responsible only for the price of the goods accepted. Any increase in the price of the goods resulting from a revision is subject to the approval of ATC. Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" clause hereof. Pending resolution of the dispute, the Seller shall not be excused from proceeding with the order.
- as changed.
- 10. BANKRUPTCY. ATC may terminate this Purchase Order in whole or in part by written notice: (a) if the Seller shall become insolvent or make a general assignment for the benefit of creditors; or (b) if a petition under any bankruptcy act or similar statute is filed by or against the Seller and is not vacated within ten (10) days after it is filed.
- 11. PRICES. Seller warrants that the prices of the items covered by this Order are not in excess of Seller's lowest prices in effect on the date of this Order for comparable quantities of similar items or services, and are not in excess of prices charged by Seller for similar items to Seller's most favored customers.
- 12. INVOICING AND PAYMENT. A separate invoice shall be issued for each shipment. Unless otherwise specified, an invoice shall not be issued prior to shipment of items and payment will not be made prior to receipt and acceptance of the items and a correct invoice. Credit and discount periods shall be computed from the date of receipt of the correct invoice to the date ATC's check is mailed. Unless freight and other charges are separately itemized, discount shall be taken on full amount of invoice.

- 13. ASSIGNMENT. Neither this Order nor any interest herein nor claim thereunder shall be assigned or transferred by Seller, except as expressly authorized in writing by ATC. 14. ADVERTISING AND PUBLICITY. Seller shall not, without written consent of ATC, publish the fact that ATC has placed this order with Seller, or release any information relative thereto. Seller shall not use the name of ATC or its parent organization, American Tower, Inc., or affiliates in any advertising or promotional literature. 15. PATENT INFRINGEMENT. Seller agrees to indemnify, defend and hold harmless
- 15. PATENT INFRINGEMENT. Seller agrees to indemniny, defend and hold narmiess ATC, its officers, agents, employees, successors and assigns against loss, damage or liability, including costs, expenses and attorney's fees on account of any suit, claim, judgment or demand involving the alleged infringement of any patent rights in the manufacture, delivery, use or disposition of any item or material supplied hereunder.
- 16. INDEMNITY. The Seller shall defend, save and hold ATC harmless from and against all suits or claims arising out of or relating to manuals, writings or the design of the goods furnished hereunder whether based upon any alleged injury to or death of any persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of the work or thereafter, whether such claims shall be made by an employee of the Seller, or by any other person. The Seller shall, at its own cost and expense, pay all costs incurred by ATC in connection therewith. If any judgment shall be rendered against ATC in any such action, the Seller shall satisfy and discharge the same without cost or expense to ATC.
- 17. CONSEQUENTIAL DAMAGES. Notwithstanding any other provision herein, ATC shall under no circumstances be responsible to Seller for any consequential, indirect or special damages.
- 18. DELIVERY. Delivery shall be to the project site Free on Board (F.O.B.) unless otherwise designated in this Order.
- 19. TITLE AND RISK OF LOSS. Title to and risk of loss on all goods shipped by Seller to ATC shall not pass to ATC until ATC inspects and accepts such goods at the location designated by ATC.
- 20. TAXES. Except as otherwise provided in this Order, the prices herein include all federal, state and local taxes applicable to the goods purchased herein. All taxes shall be listed separately on Seller's invoice. If not listed, Seller assumes responsibility for their payment and shall indemnify and hold ATC harmless from all tax liability arising out of or related to the Order.
- 21. DISPUTES. Either party may litigate any dispute arising under or related to this Order or the breach thereof in a court of competent jurisdiction. Pending settlement of any such dispute by agreement or a final judgment, Seller shall proceed diligently with the performance hereof according to ATC's direction.
- 22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state and federal laws and executive orders and regulations issued pursuant thereto and agrees to indemnify ATC against any liability, loss, cost, damage or expense by reason of Seller's violation of this provision.
- 23. GOVERNING LAW. This Order shall be governed by the laws of the Commonwealth of Massachusetts.
- 24. SEVERABILITY. If any provision of this Order, or any part thereof, shall be invalid or unenforceable, such provision or part shall be deemed severed, and the remainder hereof shall be given full force and effect.
- 25. GOVERNMENT WORK. Seller agrees that any part of the articles or work hereby ordered which is intended for use or Government work shall, at all times, be subject to such changes, suspensions, terminations, and cancellation of the uncompleted portion as the Government requires. Seller shall not be entitled to any additional
- compensation for complying with such acts by the Government unless compensation is paid by the Government to the prime contractor for Seller's additional costs, and only to the extent compensation is so paid. Seller agrees to comply with all applicable statutes and valid governmental rules, regulations, requirements, provisions and conditions required by law to be included in this order, which are expressly incorporated herein.

 26. MISCELLANEOUS PROVISIONS. A Seller shall comply with the Fair Labor Standards Act, particularly sections 6, 7 and 12 thereof, and all other applicable
- Standards Act, particularly sections 6, 7 and 12 thereof, and all other applicable Federal, state and local laws, regulations and orders and shall, upon request, furnish to Buyer a certificate to such effect. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the Employment of the Handicapped clause in Title 20, Part 741.3 of the Code of Federal Regulations, listing of Employment Openings for Veterans clause in Title 41, Part 50-250.2, of the code of Federal Regulations and Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250, of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. When applicable, Seller shall not discriminate against any employee or applicant for employment because of physical or mental handicap; and shall establish an affirmative action program applicable thereto, all as set forth in Part 741, Subchapter C. Chapter
- VI, Title 20 of the Code of Federal Regulations.

 27. ACCEPTANCE OF ORDER. By accepting this Order, Seller accepts all terms and conditions printed on both the face and reverse side hereof, and to all riders and attachments hereto issued by ATC, notwithstanding any proposal of the Seller for additional or different terms which shall not become part of this Order unless expressly agreed to in writing by ATC.

ATC Construction Services 3200 Cobb Galleria Parkway, Suite 205 Atlanta, GA 30339 PH: 770.953.9400 FAX: 770.859.9812

VENDOR:

JLB CONSTRUCTION INC 2327 FALLS AVENUE SUITE 4 WATERLOO, IA 50701 United States

PURCHASE ORDER PURCHASE ORDER NUMBER REVISION PAGE 50271 0 1 of 1 This Purchase Order Number must appear on all order acknowledgements, packing lists, cartons, and correspondence. SHIP TO: 4540 Old Tampa Highway Kissimmee,FL 34746 United States PO BOX 724267 BILL TO: Atlanta ,GA 31139 United States FED ID #: 030427091

SUPPLI	ED NO	DDO IFOT #								
5378		PROJECT # 22186	DATE OF ORDER			REVISED DATE/BU	YER			
	NT TERMS	22100	27-FEB-04	Cole, T		<u> </u>				
Net 3			SHIP METHOD			F.O.B FOB DESTINA	TION			
FREIGH	IT TERMS		REQUESTOR/DEL	IVERY		CONFIRM TO/TELE				
!			Whitney, Romai			(866) 234-6704				
ITEM	PART NUMBER/DES	CRIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	EXTENDED	т		
1	Wesley Chapel T114 - Provide only labor to install (3) lines, swap out antennas, pre- sweep, final sweep, terminate and ground o SHIP TO: Address at top of page		27-FEB-04				5,000.00	Y		
For	questions regarding	this PO, please co	ontact your Project I	Manager		TOTAL	5,000.00			
This d Suppl	ocument was duplic	cated electronically -6774	and faxed to the n	umber listed	below	AUTHORIZE	D SIGNATURE			

- AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior agreements.
- 2. TIME. Time is of the essence of this Order.
- 3. ACCEPTANCE. This Order shall be acknowledged and becomes a binding contract subject to the terms set forth herein when acknowledged in writing or upon commencement of performance by Seller. No change in the Order shall be valid unless agreed to in writing and signed by an authorized representative of ATC.
- 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the term "goods" shall mean and include all supplies, materials, work, services, equipment or other items whatsoever to be furnished by Seller under this Order.
- 5. INSPECTION. Notwithstanding any prior inspection or test, payment or receiving document, goods are subject to final inspection and acceptance at the destination for delivery stated herein. Payment for goods shall not constitute acceptance.
- 6. WARRANTIES. (a) Notwithstanding inspection and acceptance by ATC of goods furnished under this Order or any provision of this Order concerning the conclusiveness thereof, Seller warrants that all goods furnished will be merchantable quality, will be fit for the purpose intended, and will be free from defects in material, workmanship and design, and conform in all aspects with the specifications and requirements of this Order.
- (b) Seiler further warrants that all material and equipment furnished will be of the highest workmanlike quality and acceptable to ATC.
- (c) All Warranties hereunder shall be for a period of one (1) year from the date of delivery or the placement in service of the goods, whichever is later, and shall be warranties of future performance for each warranty year.
- (e) In the event of a breach of warranty hereunder, ATC may, at no increase in Order price or other cost to ATC, either: (1) require the prompt correction or replacement of defective or otherwise nonconforming goods or parts thereof, along with such new or revised data as is associated with the corrective action taken; or (2) retain such goods, whereupon the price thereof shall be reduced by an amount equitable under the circumstances; or (3) correct or replace such goods with similar goods, by contract or otherwise, and charge to Seller for all additional costs caused thereby to ATC. (f) Any goods or parts thereof corrected or furnished in replacement pursuant to this
- (f) Any goods or parts thereof corrected or furnished in replacement pursuant to this clause shall be subject to all the provisions of this clause to the same extent as goods initially delivered. The warranty with respect to such goods or parts thereof shall be equal in duration to the initial warranty period and shall run from the date of delivery or placement in service of such corrected or replaced goods, whichever is later.
- (g) ATC approval of Seller-generated designs, drawings or other technical documents shall in no way relieve Seller of its obligations under this or any other clause of this Order.
- 7. UNDERTAKINGS. In all cases wherein ATC is a prime or subcontractor to an Owner and the items hereunder are required by the Prime Contract, then Seller undertakes to ATC all obligations with respect to the items as ATC as subcontractor or as prime contractor, as the case may be, undertakes to the prime contractor or the Owner.
- 8. SCHEDULE & EXPEDITING. Seller shall keep ATC informed as to the status of the items hereunder and Seller's schedule of activities to assure delivery by the time required herein. Without any responsibility to do so, ATC reserves the right to take steps to expedite acquisition, production and/or shipment of the items, if, in ATC's sole judgment, delivery of the completed items by the date required becomes doubtful. Seller shall reimburse ATC for all costs it may incur in expediting acquisition, production or shipment of the items.
- 9. CHANGES. ATC reserves the right at any time prior to delivery, by written order, to cancel, suspend, revise or change the goods or quantity of goods to be furnished by Seller hereunder, and in no event shall ATC be responsible for loss of anticipated profits or consequential damages. In the event of a revision to this Order by ATC, ATC shall be responsible only for the price of the goods accepted. Any increase in the price of the goods resulting from a revision is subject to the approval of ATC. Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" clause hereof. Pending resolution of the dispute, the Seller shall not be excused from proceeding with the order
- as changed.
- 10. BANKRUPTCY. ATC may terminate this Purchase Order in whole or in part by written notice: (a) if the Seller shall become insolvent or make a general assignment for the benefit of creditors; or (b) if a petition under any bankruptcy act or similar statute is filed by or against the Seller and is not vacated within ten (10) days after it is filed.

 11. PRICES. Seller warrants that the prices of the items covered by this Order are not in excess of Seller's lowest prices in effect on the date of this Order for comparable quantities of similar items to Seller's most favored customers.
- 12. INVOICING AND PAYMENT. A separate invoice shall be issued for each shipment. Unless otherwise specified, an invoice shall not be issued prior to shipment of items and payment will not be made prior to receipt and acceptance of the items and a correct invoice. Credit and discount periods shall be computed from the date of receipt of the correct invoice to the date ATC's check is mailed. Unless freight and other charges are separately itemized, discount shall be taken on full amount of invoice.

- 13. ASSIGNMENT. Neither this Order nor any interest herein nor claim thereunder shall be assigned or transferred by Seller, except as expressly authorized in writing by ATC.
 14. ADVERTISING AND PUBLICITY. Seller shall not, without written consent of ATC, publish the fact that ATC has placed this order with Seller, or release any information relative thereto. Seller shall not use the name of ATC or its parent organization, American Tower, Inc., or affiliates in any advertising or promotional literature.
 15. PATENT INFRINGEMENT. Seller agrees to indemnify, defend and hold harmless
- 15. PATENT INFRINGEMENT. Seller agrees to indemnify, detend and hold harmless ATC, its officers, agents, employees, successors and assigns against loss, damage or liability, including costs, expenses and attorney's fees on account of any suit, claim, judgment or demand involving the alleged infringement of any patent rights in the manufacture, delivery, use or disposition of any item or material supplied hereunder.
- 16. INDEMNITY. The Seller shall defend, save and hold ATC harmless from and against all suits or claims arising out of or relating to manuals, writings or the design of the goods furnished hereunder whether based upon any alleged injury to or death of any persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of the work or thereafter, whether such claims shall be made by an employee of the Seller, or by any other person. The Seller shall, at its own cost and expense, pay all costs incurred by ATC in connection therewith. If any judgment shall be rendered against ATC in any such action, the Seller shall satisfy and discharge the same without cost or expense to ATC.
- 17. CONSEQUENTIAL DAMAGES. Notwithstanding any other provision herein, ATC shall under no circumstances be responsible to Seller for any consequential, indirect or special damages.
- 18. DELIVERY. Delivery shall be to the project site Free on Board (F.O.B.) unless otherwise designated in this Order.
- 19. TITLE AND RISK OF LOSS. Title to and risk of loss on all goods shipped by Seller to ATC shall not pass to ATC until ATC inspects and accepts such goods at the location designated by ATC.
- 20. TAXES. Except as otherwise provided in this Order, the prices herein include all federal, state and local taxes applicable to the goods purchased herein. All taxes shall be listed separately on Seller's invoice. If not listed, Seller assumes responsibility for their payment and shall indemnify and hold ATC harmless from all tax liability arising out of or related to the Order.
- 21. DISPUTES. Either party may litigate any dispute arising under or related to this Order or the breach thereof in a court of competent jurisdiction. Pending settlement of any such dispute by agreement or a final judgment, Seller shall proceed diligently with the performance hereof according to ATC's direction.
- the performance hereof according to ATC's direction.

 22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state and federal laws and executive orders and regulations issued pursuant thereto and agrees to indemnify ATC against any liability, loss, cost, damage or expense by reason of Seller's violation of this provision.
- 23. GOVERNING LAW. This Order shall be governed by the laws of the Commonwealth of Massachusetts.
- 24. SEVERABILITY. If any provision of this Order, or any part thereof, shall be invalid or unenforceable, such provision or part shall be deemed severed, and the remainder hereof shall be given full force and effect.
 25. GOVERNMENT WORK. Seller agrees that any part of the articles or work hereby
- ordered which is intended for use on Government work shall, at all times, be subject to such changes, suspensions, terminations, and cancellation of the uncompleted portion as the Government requires. Seller shall not be entitled to any additional compensation for complying with such acts by the Government unless compensation is paid by the Government to the prime contractor for Seller's additional costs, and only to the extent compensation is so paid. Seller agrees to comply with all applicable statutes and valid governmental rules, regulations, requirements, provisions and conditions required by law to be included in this order, which are expressly incorporated herein.

 26. MISCELLANEOUS PROVISIONS. A Seller shall comply with the Fair Labor Standards Act, particularly sections 6, 7 and 12 thereof, and all other applicable
- Standards Act, particularly sections 6, 7 and 12 thereof, and all other applicable Federal, state and local laws, regulations and orders and shall, upon request, furnish to Buyer a certificate to such effect. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the Employment of the Handicapped clause in Title 20, Part 741.3 of the Code of Federal Regulations, listing of Employment Openings for Veterans clause in Title 41, Part 50-250.2, of the code of Federal Regulations and Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250, of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. When applicable, Seller shall not discriminate against any employee or applicant for employment because of physical or mental handicap; and shall establish an affirmative action program applicable thereto, all as set forth in Part 741, Subchapter C. Chapter VI, Title 20 of the Code of Federal Regulations.
- 27. ACCEPTANCE OF ORDER. By accepting this Order, Seller accepts all terms and conditions printed on both the face and reverse side hereof, and to all riders and attachments hereto issued by ATC, notwithstanding any proposal of the Seller for additional or different terms which shall not become part of this Order unless expressly agreed to in writing by ATC.

ATC Construction Services 3200 Cobb Galleria Parkway, Suite 205 Atlanta, GA 30339 PH: 770.953.9400 FAX: 770.859.9812

VENDOR:

JLB CONSTRUCTION INC 2327 FALLS AVENUE SUITE 4 WATERLOO, IA 50701 United States

PURCHASE ORDER PURCHASE ORDER NUMBER REVISION PAGE 49841 1 of 1 1 This Purchase Order Number must appear on all order acknowledgements, packing lists, cartons, and correspondence. SHIP TO: 4540 Old Tampa Highway Kissimmee,FL 34746 United States PO BOX 724267 BILL TO: Atlanta ,GA 31139 **United States** FED ID #: 030427091

SUPPL	IER NO.	PROJECT#	DATE OF ORDER	/BUYER		REVISED DATE/BU	JYER		
5378	80	22160	20-FEB-04	Pratt, P		09-SEP-04	Pratt, P		
PAYME Net	ENT TERMS 30		SHIP METHOD			F.O.B FOB DESTINATION			
FREIGI	HT TERMS		REQUESTOR/DEI Newlin, Jerry	IVERY	, , , , , , , , , , , , , , , , , , ,	CONFIRM TO/TELE (866) 234-6704	EPHONE		
ITEM	PART NUMBER/DESC	CRIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	EXTENDED	т	
1	Lake L034 - provide labor only to install (3) lines, swap out antennas, pre-sweep, sweep, terminate & ground o SHIP TO: Address at top of page		20-FEB-04				1,200.00	Y	
For	questions regarding	this PO, please co	ontact your Project	Manager	L	TOTAL	1,200.00		
This o	document was duplic	cated electronicall	y and faxed to the n	umber listed	below		ED SIGNATURE	_	
_ 	(010) ESE	pplier Fax#: (319) 232-6774							

- AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior agreements.
- 2. TIME. Time is of the essence of this Order.
- 3. ACCEPTANCE. This Order shall be acknowledged and becomes a binding contract subject to the terms set forth herein when acknowledged in writing or upon commencement of performance by Seller. No change in the Order shall be valid unless agreed to in writing and signed by an authorized representative of ATC.
- 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the term "goods" shall mean and include all supplies, materials, work services, equipment or other items whatsoever to be furnished by Seller under this Order.
- 5. INSPECTION. Notwithstanding any prior inspection or test, payment or receiving document, goods are subject to final inspection and acceptance at the destination for delivery stated herein. Payment for goods shall not constitute acceptance.

 6. WARRANTIES. (a) Notwithstanding inspection and acceptance by ATC of goods furnished under this Order or any provision of this Order concerning the conclusiveness thereof, Seller warrants that all goods furnished will be merchantable quality, will be fit for the purpose intended, and will be free from defects in material, workmanship and design, and conform in all aspects with the specifications and requirements of this Order.
- (b) Seller further warrants that all material and equipment furnished will be of the highest workmanlike quality and acceptable to ATC.
- (c) All Warranties hereunder shall be for a period of one (1) year from the date of delivery or the placement in service of the goods, whichever is later, and shall be warranties of future performance for each warranty year.
- (e) In the event of a breach of warranty hereunder, ATC may, at no increase in Order price or other cost to ATC, either: (1) require the prompt correction or replacement of defective or otherwise nonconforming goods or parts thereof, along with such new or revised data as is associated with the corrective action taken; or (2) retain such goods, whereupon the price thereof shall be reduced by an amount equitable under the circumstances; or (3) correct or replace such goods with similar goods, by contract or otherwise, and charge to Seller for all additional costs caused thereby to ATC. (f) Any goods or parts thereof corrected or furnished in replacement pursuant to this clause shall be subject to all the provisions of this clause to the same extent as goods initially delivered. The warranty with respect to such goods or parts thereof shall be equal in duration to the initial warranty period and shall run from the date of delivery or placement in service of such corrected or replaced goods, whichever is later.
- (g) ATC approval of Seller-generated designs, drawings or other technical documents shall in no way relieve Seller of its obligations under this or any other clause of this Order.
- 7. UNDERTAKINGS. In all cases wherein ATC is a prime or subcontractor to an Owner and the items hereunder are required by the Prime Contract, then Seller undertakes to ATC all obligations with respect to the items as ATC as subcontractor or as prime contractor, as the case may be, undertakes to the prime contractor or the Owner.
- 8. SCHEDULE & EXPEDITING. Seller shall keep ATC informed as to the status of the items hereunder and Seller's schedule of activities to assure delivery by the time required herein. Without any responsibility to do so, ATC reserves the right to take steps to expedite acquisition, production and/or shipment of the items, if, in ATC's sole judgment, delivery of the completed items by the date required becomes doubtful. Seller shall reimburse ATC for all costs it may incur in expediting acquisition, production or shipment of the items.
- 9. CHANGES. ATC reserves the right at any time prior to delivery, by written order, to cancel, suspend, revise or change the goods or quantity of goods to be furnished by Seller hereunder, and in no event shall ATC be responsible for loss of anticipated profits or consequential damages. In the event of a revision to this Order by ATC, ATC shall be responsible only for the price of the goods accepted. Any increase in the price of the goods resulting from a revision is subject to the approval of ATC. Fallure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" clause hereof. Pending resolution of the dispute, the Seller shall not be excused from proceeding with the order as changed.
- 10. BANKRUPTCY. ATC may terminate this Purchase Order in whole or in part by written notice: (a) if the Seller shall become insolvent or make a general assignment for the benefit of creditors; or (b) if a petition under any bankruptcy act or similar statute is filed by or against the Seller and is not vacated within ten (10) days after it is filed.
- 11. PRICES. Seller warrants that the prices of the items covered by this Order are not in excess of Seller's lowest prices in effect on the date of this Order for comparable quantities of similar items or services, and are not in excess of prices charged by Seller for similar items to Seller's most favored customers.
- 12. INVOICING AND PAYMENT. A separate invoice shall be issued for each shipment. Unless otherwise specified, an invoice shall not be issued prior to shipment of items and payment will not be made prior to receipt and acceptance of the items and a correct invoice. Credit and discount periods shall be computed from the date of receipt of the correct invoice to the date ATC's check is mailed. Unless freight and other charges are separately itemized, discount shall be taken on full amount of

13. ASSIGNMENT. Neither this Order nor any interest herein nor claim thereunder shall be assigned or transferred by Seller, except as expressly authorized in writing by ATC.

14. ADVERTISING AND PUBLICITY. Seller shall not, without written consent of ATC, publish the fact that ATC has placed this order with Seller, or release any information relative thereto. Seller shall not use the name of ATC or its parent organization, American Tower, inc., or affiliates in any advertising or promotional literature.

15. PATENT INFRINGEMENT. Seller agrees to indemnify, defend and hold harmless ATC, its officers, agents, employees, successors and assigns against loss, damage or

liability, including costs, expenses and attorney's fees on account of any suit, claim,

manufacture, delivery, use or disposition of any item or material supplied hereunder.

judgment or demand involving the alleged infringement of any patent rights in the

- 16. INDEMNITY. The Seller shall defend, save and hold ATC harmless from and against all suits or claims arising out of or relating to manuals, writings or the design of the goods furnished hereunder whether based upon any alleged injury to or death of any persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of the work or thereafter, whether such claims shall be made by an employee of the Seller, or by any other person. The Seller shall, at its own cost and expense, pay all costs incurred by ATC in connection therewith. If any judgment shall be rendered against ATC in any such action, the Seller shall satisfy and discharge the same without cost or expense to ATC.
- 17. CONSEQUENTIAL DAMAGES. Notwithstanding any other provision herein, ATC shall under no circumstances be responsible to Seller for any consequential, indirect or special damages.
- 18. DELIVERY. Delivery shall be to the project site Free on Board (F.O.B.) unless otherwise designated in this Order.
- 19. TITLE AND RISK OF LOSS. Title to and risk of loss on all goods shipped by Seller to ATC shall not pass to ATC until ATC inspects and accepts such goods at the location designated by ATC.
- 20. TAXES. Except as otherwise provided in this Order, the prices herein include all federal, state and local taxes applicable to the goods purchased herein. All taxes shall be listed separately on Seller's invoice. If not listed, Seller assumes responsibility for their payment and shall indemnify and hold ATC harmless from all tax liability arising out of or related to the Order.
- 21. DISPUTES. Either party may litigate any dispute arising under or related to this Order or the breach thereof in a court of competent jurisdiction. Pending settlement of any such dispute by agreement or a final judgment, Seller shall proceed diligently with the performance hereof according to ATC's direction.

 22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state
- 22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state and federal laws and executive orders and regulations issued pursuant thereto and agrees to indemnify ATC against any liability, loss, cost, damage or expense by reason of Seller's violation of this provision.
- 23. GOVERNING LAW. This Order shall be governed by the laws of the Commonwealth of Massachusetts.
- 24. SEVERABILITY. If any provision of this Order, or any part thereof, shall be invalid or unenforceable, such provision or part shall be deemed severed, and the remainder hereof shall be given full force and effect.
 25. GOVERNMENT WORK. Seller agrees that any part of the articles or work hereby
- ordered which is intended for use on Government work shall, at all times, be subject to such changes, suspensions, terminations, and cancellation of the uncompleted portion as the Government requires. Seller shall not be entitled to any additional compensation for complying with such acts by the Government unless compensation is paid by the Government to the prime contractor for Seller's additional costs, and only to the extent compensation is so paid. Seller agrees to comply with all applicable statutes and valid governmental rules, regulations, requirements, provisions and conditions required by law to be included in this order, which are expressly incorporated herein. 26. MISCELLANEOUS PROVISIONS. A Seller shall comply with the Fair Labor Standards Act, particularly sections 6, 7 and 12 thereof, and all other applicable Federal, state and local laws, regulations and orders and shall, upon request, furnish to Buyer a certificate to such effect. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the Employment of the Handicapped clause in Title 20, Part 741.3 of the Code of Federal Regulations, listing of Employment Openings for Veterans clause in Title 41, Part 50-250.2, of the code of Federal Regulations and Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250, of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. When applicable, Seller shall not discriminate against any employee or applicant for
- VI, Title 20 of the Code of Federal Regulations.

 27. ACCEPTANCE OF ORDER. By accepting this Order, Seller accepts all terms and conditions printed on both the face and reverse side hereof, and to all riders and attachments hereto issued by ATC, notwithstanding any proposal of the Seller for additional or different terms which shall not become part of this Order unless expressly agreed to in writing by ATC.

employment because of physical or mental handicap; and shall establish an affirmative

action program applicable thereto, all as set forth in Part 741, Subchapter C, Chapter

ATC Construction Services 3200 Cobb Galleria Parkway, Suite 205 Atlanta, GA 30339 PH: 770.953.9400 FAX: 770.859.9812

VENDOR:

	PURCHASE ORDER PURCHASE ORDER NUMBER REVISION PAGE									
PURCHAS	E ORDER NUMBER	REVISION	PAGE							
49840)	1	1 of 1							
This Purchase Order Number must appear on all order acknowledgements, packing lists, cartons, and correspondence. SHIP TO:										
SHIP TO:	·		. <u>-</u> <u>-</u> .							
	4540 Old Tampa H Kissimmee,FL 347 United States	• .								
BILL TO:	PO BOX 724267 Atlanta ,GA 31139 United States)								
FED ID #:	030427091									

SUPPLI	ER NO.	PROJECT #	DATE OF ORDER	BUYER		REVISED DATE/BU	IYER	
5378	0	22163	20-FEB-04	Pratt, P		09-SEP-04	Pratt, P	
PAYMEI Net 3	NT TERMS 30		SHIP METHOD			F.O.B FOB DESTINA	TION	
FREIGH	TTERMS	· · · · · · · · · · · · · · · · · · ·	REQUESTOR/DEL Newlin, Jerry	IVERY		CONFIRM TO/TELEPHONE (866) 234-6704		
ITEM	PART NUMBER/DESC	RIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	EXTENDED	Т
1	Lutz T031 - provide only labor to install (3) lines, swap out antennas, pre-sweep, sweep, terminate & ground o SHIP TO: Address at top of page		20-FEB-04				1,200.00	Y
For	questions regarding	this PO, please co	ontact your Project	Manager		TOTAL	1,200.00	
	document was duplic		y and faxed to the r	umber listed	below			
Supp	lier Fax#: (319) 232-	6774				AUTHORIZ	ED SIGNATURE	-

- AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior agreements.
- 2. TIME. Time is of the essence of this Order.
- 3. ACCEPTANCE. This Order shall be acknowledged and becomes a binding contract subject to the terms set forth herein when acknowledged in writing or upon commencement of performance by Seller. No change in the Order shall be valid unless agreed to in writing and signed by an authorized representative of ATC.
- 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the term "goods" shall mean and include all supplies, materials, work, services, equipment or other items whatsoever to be furnished by Seller under this Order.
- 5. INSPECTION. Notwithstanding any prior inspection or test, payment or receiving document, goods are subject to final inspection and acceptance at the destination for delivery stated herein. Payment for goods shall not constitute acceptance.
 6. WARRANTIES. (a) Notwithstanding inspection and acceptance by ATC of goods furnished under this Order or any provision of this Order concerning the conclusiveness thereof, Seller warrants that all goods furnished will be merchantable quality, will be fit for the purpose intended, and will be free from defects in material, workmanship and design, and conform in all aspects with the specifications and requirements of this
- (b) Seller further warrants that all material and equipment furnished will be of the highest workmanlike quality and acceptable to ATC.
- (c) All Warranties hereunder shall be for a period of one (1) year from the date of delivery or the placement in service of the goods, whichever is later, and shall be warranties of future performance for each warranty year.
- (e) In the event of a breach of warranty hereunder, ATC may, at no increase in Order price or other cost to ATC, either: (1) require the prompt correction or replacement of defective or otherwise nonconforming goods or parts thereof, along with such new or revised data as is associated with the corrective action taken; or (2) retain such goods, whereupon the price thereof shall be reduced by an amount equitable under the circumstances; or (3) correct or replace such goods with similar goods, by contract or otherwise, and charge to Seller for all additional costs caused thereby to ATC. (f) Any goods or parts thereof corrected or furnished in replacement pursuant to this
- (t) Any goods or parts thereof corrected or runnished in replacement pursuant to this clause shall be subject to all the provisions of this clause to the same extent as goods initially delivered. The warranty with respect to such goods or parts thereof shall be equal in duration to the initial warranty period and shall run from the date of delivery or placement in service of such corrected or replaced goods, whichever is later.
 (g) ATC approval of Seller-generated designs, drawings or other technical documents shall in no way relieve Seller of its obligations under this or any other clause of this
- 7. UNDERTAKINGS. In all cases wherein ATC is a prime or subcontractor to an Owner and the items hereunder are required by the Prime Contract, then Seller undertakes to ATC all obligations with respect to the items as ATC as subcontractor or as prime contractor, as the case may be, undertakes to the prime contractor or the Owner.
- 8. SCHEDULE & EXPEDITING. Seller shall keep ATC informed as to the status of the items hereunder and Seller's schedule of activities to assure delivery by the time required herein. Without any responsibility to do so, ATC reserves the right to take steps to expedite acquisition, production and/or shipment of the items, if, in ATC's sole judgment, delivery of the completed items by the date required becomes doubtful. Seller shall reimburse ATC for all costs it may incur in expediting acquisition, production or shipment of the items.
- 9. CHANGES. ATC reserves the right at any time prior to delivery, by written order, to cancel, suspend, revise or change the goods or quantity of goods to be furnished by Seller hereunder, and in no event shall ATC be responsible for loss of anticipated profits or consequential damages. In the event of a revision to this Order by ATC, ATC shall be responsible only for the price of the goods accepted. Any increase in the price of the goods resulting from a revision is subject to the approval of ATC. Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" clause hereof. Pending resolution of the dispute, the Seller shall not be excused from proceeding with the order.
- as changed.

Order.

- 10. BANKRUPTCY. ATC may terminate this Purchase Order in whole or in part by written notice: (a) if the Seller shall become insolvent or make a general assignment for the benefit of creditors; or (b) if a petition under any bankruptcy act or similar statute is filed by or against the Seller and is not vacated within ten (10) days after it is filed.
- 11. PRICES. Seller warrants that the prices of the items covered by this Order are not in excess of Seller's lowest prices in effect on the date of this Order for comparable quantities of similar items or services, and are not in excess of prices charged by Seller for similar items to Seller's most favored customers.
- 12. INVOICING AND PAYMENT. A separate invoice shall be issued for each shipment. Unless otherwise specified, an invoice shall not be issued prior to shipment of items and payment will not be made prior to receipt and acceptance of the items and a correct invoice. Credit and discount periods shall be computed from the date of receipt of the correct invoice to the date ATC's check is mailed. Unless freight and other charges are separately itemized, discount shall be taken on full amount of invoice.

- 13. ASSIGNMENT. Neither this Order nor any interest herein nor claim thereunder shall be assigned or transferred by Seller, except as expressly authorized in writing by ATC. 14. ADVERTISING AND PUBLICITY. Seller shall not, without written consent of ATC, publish the fact that ATC has placed this order with Seller, or release any information relative thereto. Seller shall not use the name of ATC or its parent organization, American Tower, Inc., or affiliates in any advertising or promotional literature. 15. PATENT INFRINGEMENT. Seller agrees to indemnify, defend and hold harmless
- 15. PATENT INFRINGEMENT. Seller agrees to indemnity, defend and hold harmless ATC, its officers, agents, employees, successors and assigns against loss, damage or liability, including costs, expenses and attorney's fees on account of any suit, claim, judgment or demand involving the alleged infringement of any patent rights in the manufacture, delivery, use or disposition of any item or material supplied hereunder.
- 16. INDEMNITY. The Seller shall defend, save and hold ATC harmless from and against all suits or claims arising out of or relating to manuals, writings or the design of the goods furnished hereunder whether based upon any alleged injury to or death of any persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of the work or thereafter, whether such claims shall be made by an employee of the Seller, or by any other person. The Seller shall, at its own cost and expense, pay all costs incurred by ATC in connection therewith. If any judgment shall be rendered against ATC in any such action, the Seller shall satisfy and discharge the same without cost or expense to ATC.
- 17. CONSEQUENTIAL DAMAGES. Notwithstanding any other provision herein, ATC shall under no circumstances be responsible to Seller for any consequential, indirect or special damages.
- 18. DELIVERY. Delivery shall be to the project site Free on Board (F.O.B.) unless otherwise designated in this Order.
- 19. TITLE AND RISK OF LOSS. Title to and risk of loss on all goods shipped by Selfer to ATC shall not pass to ATC until ATC inspects and accepts such goods at the location designated by ATC.
- 20. TAXES. Except as otherwise provided in this Order, the prices herein include all federal, state and local taxes applicable to the goods purchased herein. All taxes shall be listed separately on Seller's invoice. If not listed, Seller assumes responsibility for their payment and shall indemnify and hold ATC harmless from all tax liability arising out of or related to the Order.
- 21. DISPUTES. Either party may litigate any dispute arising under or related to this Order or the breach thereof in a court of competent jurisdiction. Pending settlement of any such dispute by agreement or a final judgment, Seller shall proceed diligently with the performance hereof according to ATC's direction.
- 22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state and federal laws and executive orders and regulations issued pursuant thereto and agrees to indemnify ATC against any liability, loss, cost, damage or expense by reason of Seller's violation of this provision.
- 23. GOVERNING LAW. This Order shall be governed by the laws of the Commonwealth of Massachusetts.
- 24. SEVERABILITY. If any provision of this Order, or any part thereof, shall be invalid or unenforceable, such provision or part shall be deemed severed, and the remainder hereof shall be given full force and effect.
- 25. GOVERNMENT WORK. Seller agrees that any part of the articles or work hereby ordered which is intended for use on Government work shall, at all times, be subject to such changes, suspensions, terminations, and cancellation of the uncompleted portion as the Government requires. Seller shall not be entitled to any additional compensation for complying with such acts by the Government unless compensation is
- paid by the Government to the prime contractor for Seller's additional costs, and only to the extent compensation is so paid. Seller agrees to comply with all applicable statutes and valid governmental rules, regulations, requirements, provisions and conditions required by law to be included in this order, which are expressly incorporated herein.

 26. MISCELLANEOUS PROVISIONS. A Seller shall comply with the Fair Labor Standards Act, particularly sections 6, 7 and 12 thereof, and all other applicable
- Federal, state and local laws, regulations and orders and shall, upon request, furnish to Buyer a certificate to such effect. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the Employment of the Handicapped clause in Title 20, Part 741.3 of the Code of Federal Regulations, listing of Employment Openings for Veterans clause in Title 41, Part 50-250.2, of the code of Federal Regulations and Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250, of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. When applicable, Seller shall not discriminate against any employee or applicant for employment because of physical or mental handicap; and shall establish an affirmative action program applicable thereto, all as set forth in Part 741, Subchapter C, Chapter
- VI, Title 20 of the Code of Federal Regulations.

 27. ACCEPTANCE OF ORDER. By accepting this Order, Seller accepts all terms and conditions printed on both the face and reverse side hereof, and to all riders and attachments hereto issued by ATC, notwithstanding any proposal of the Seller for additional or different terms which shall not become part of this Order unless expressly agreed to in writing by ATC.

ATC Construction Services 3200 Cobb Galleria Parkway, Suite 205 Atlanta, GA 30339 PH: 770.953.9400 FAX: 770.859.9812

VENDOR:

PURCHASE ORDER							
PURCHAS	E ORDER NUMBER	REVISION	PAGE				
53334	4	2	1 of 1				
This Porder a	urchase Order Num acknowledgements and corresp	, packing list	pear on all s, cartons,				
SHIP TO:							
	6706 N. 9th Avenu						
	Pensacola,FL 325 United States	903					
BILL TO:	PO BOX 724267						
	Atlanta ,GA 31139 United States	9					
	Office States						
 FED ID #:	030427091						

SUPPLIER NO.	PROJECT #	DATE OF ORDER			REVISED DATE/BU 07-SEP-04	Pratt, P		
53780	22794	09-APR-04	Pratt, P		F.O.B	i law, i		
AYMENT TERMS		SHIP METHOD			FOB DESTINA	TION		
Net 30 REIGHT TERMS	<u>,</u>	REQUESTOR/DEL Bell, Troy	IVERY		CONFIRM TO/TELE (866) 234-6704	PHONE	_	
TEM PART NUM	BER/DESCRIPTION	DELIVERY	QUANTITY	UOM	UNIT PRICE	EXTENDED		
				_		5,174.55	+	
270' AND IN MOUNTS, 9 GROUND, 1 SWEEP. IN JUMPERS, BIAS T'S IN & SWEEP o SHIP TO:	INES, & MOUNTS @	08-APR-04						
For questions	regarding this PO, please	contact your Projec	t Manager		TOTAL	5,174.55	_ 5	
This document:	was duplicated electronica	ally and faxed to the	number lister	d below			_	
		any and laked to the	namos nate			ZED SIGNATURE	_	
Supplier Fax#:	(J (J) ZJZ*U! (4				A CHION	AUTHORIZED SIGNATURE		

- AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior agreements.
- 2. TIME. Time is of the essence of this Order.
- 3. ACCEPTANCE. This Order shall be acknowledged and becomes a binding contract subject to the terms set forth herein when acknowledged in writing or upon commencement of performance by Seller. No change in the Order shall be valid unless agreed to in writing and signed by an authorized representative of ATC.

 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the
- 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the term "goods" shall mean and include all supplies, materials, work, services, equipment or other items whatsoever to be furnished by Seller under this Order.
- 5. INSPECTION. Notwithstanding any prior inspection or test, payment or receiving document, goods are subject to final inspection and acceptance at the destination for delivery stated herein. Payment for goods shall not constitute acceptance.
- 6. WARRANTIES. (a) Notwithstanding inspection and acceptance by ATC of goods furnished under this Order or any provision of this Order concerning the conclusiveness thereof, Seller warrants that all goods furnished will be merchantable quality, will be fit for the purpose intended, and will be free from defects in material, workmanship and design, and conform in all aspects with the specifications and requirements of this
- (b) Seller further warrants that all material and equipment furnished will be of the highest workmanlike quality and acceptable to ATC.
- (c) All Warranties hereunder shall be for a period of one (1) year from the date of delivery or the placement in service of the goods, whichever is later, and shall be warranties of future performance for each warranty year.
- (e) In the event of a breach of warranty hereunder, ATC may, at no increase in Order price or other cost to ATC, either: (1) require the prompt correction or replacement of defective or otherwise nonconforming goods or parts thereof, along with such new or revised data as is associated with the corrective action taken; or (2) retain such goods, whereupon the price thereof shall be reduced by an amount equitable under the circumstances; or (3) correct or replace such goods with similar goods, by contract or otherwise, and charge to Seller for all additional costs caused thereby to ATC. (f) Any goods or parts thereof corrected or furnished in replacement pursuant to this clause shall be subject to all the provisions of this clause to the same extent as goods initially delivered. The warranty with respect to such goods or parts thereof shall be equal in duration to the initial warranty period and shall run from the date of delivery or placement in service of such corrected or replaced goods, whichever is later. (g) ATC approval of Seller-generated designs, drawings or other technical documents shall in no way relieve Seller of its obligations under this or any other clause of this
- 7. UNDERTAKINGS. In all cases wherein ATC is a prime or subcontractor to an Owner and the Items hereunder are required by the Prime Contract, then Seller undertakes to ATC all obligations with respect to the Items as ATC as subcontractor or as prime contractor, as the case may be, undertakes to the prime contractor or the Owner.
- 8. SCHEDULE & EXPEDITING. Seller shall keep ATC informed as to the status of the items hereunder and Seller's schedule of activities to assure delivery by the time required herein. Without any responsibility to do so, ATC reserves the right to take steps to expedite acquisition, production and/or shipment of the items, if, in ATC's sole judgment, delivery of the completed items by the date required becomes doubtful. Seller shall reimburse ATC for all costs it may incur in expediting acquisition, production or shipment of the items.
- 9. CHANGES. ATC reserves the right at any time prior to delivery, by written order, to cancel, suspend, revise or change the goods or quantity of goods to be furnished by Seller hereunder, and in no event shall ATC be responsible for loss of anticipated profits or consequential damages. In the event of a revision to this Order by ATC, ATC shall be responsible only for the price of the goods accepted. Any increase in the price of the goods resulting from a revision is subject to the approval of ATC. Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" clause hereof. Pending resolution of the dispute, the Seller shall not be excused from proceeding with the order
- as changed.
- 10. BANKRUPTCY. ATC may terminate this Purchase Order in whole or in part by written notice: (a) if the Seller shall become insolvent or make a general assignment for the benefit of creditors; or (b) if a petition under any bankruptcy act or similar statute is filed by or against the Seller and is not vacated within ten (10) days after it is filed.
- 11. PRICES. Seller warrants that the prices of the items covered by this Order are not in excess of Seller's lowest prices in effect on the date of this Order for comparable quantities of similar items or services, and are not in excess of prices charged by Seller for similar items to Seller's most favored customers.
- 12. INVOICING AND PAYMENT. A separate invoice shall be issued for each shipment. Unless otherwise specified, an invoice shall not be issued prior to shipment of items and payment will not be made prior to receipt and acceptance of the items and a correct invoice. Credit and discount periods shall be computed from the date of receipt of the correct invoice to the date ATC's check is mailed. Unless freight and other charges are separately itemized, discount shall be taken on full amount of invoice.

- 13. ASSIGNMENT. Neither this Order nor any interest herein nor claim thereunder shall be assigned or transferred by Seller, except as expressly authorized in writing by ATC. 14. ADVERTISING AND PUBLICITY Seller shall not, without written consent of ATC, publish the fact that ATC has placed this order with Seller, or release any information relative thereto. Seller shall not use the name of ATC or its parent organization, American Tower, Inc., or affiliates in any advertising or promotional literature.
- 15. PATENT INFRINGEMENT. Seller agrees to indemnify, defend and hold harmless ATC, its officers, agents, employees, successors and assigns against loss, damage or liability, including costs, expenses and attorney's fees on account of any suit, claim, judgment or demand involving the alleged infringement of any patent rights in the manufacture, delivery, use or disposition of any item or material supplied hereunder.
- 16. INDEMNITY. The Seller shall defend, save and hold ATC harmless from and against all suits or claims arising out of or relating to manuals, writings or the design of the goods furnished hereunder whether based upon any alleged injury to or death of any persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of the work or thereafter, whether such claims shall be made by an employee of the Seller, or by any other person. The Seller shall, at its own cost and expense, pay all costs incurred by ATC in connection therewith. If any judgment shall be rendered against ATC in any such action, the Seller shall satisfy and discharge the same without cost or expense to ATC.
- 17. CONSEQUENTIAL DAMAGES. Notwithstanding any other provision herein, ATC shall under no circumstances be responsible to Seller for any consequential, indirect or special damages.
- 18. DELIVERY. Delivery shall be to the project site Free on Board (F.O.B.) unless otherwise designated in this Order.
- 19. TITLE AND RISK OF LOSS. Title to and risk of loss on all goods shipped by Seller to ATC shall not pass to ATC until ATC inspects and accepts such goods at the location designated by ATC.
- 20. TAXES. Except as otherwise provided in this Order, the prices herein include all federal, state and local taxes applicable to the goods purchased herein. All taxes shall be listed separately on Seller's invoice. If not listed, Seller assumes responsibility for their payment and shall indemnify and hold ATC harmless from all tax liability arising out of or related to the Order.
- 21. DISPUTES. Either party may litigate any dispute arising under or related to this Order or the breach thereof in a court of competent jurisdiction. Pending settlement of any such dispute by agreement or a final judgment, Seller shall proceed diligently with the performance hereof according to ATC's direction.

 22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state
- 22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state and federal laws and executive orders and regulations issued pursuant thereto and agrees to indemnify ATC against any liability, loss, cost, damage or expense by reason of Seller's violation of this provision.
- 23. GOVERNING LAW. This Order shall be governed by the laws of the Commonwealth of Massachusetts.
- 24. SEVERABILITY. If any provision of this Order, or any part thereof, shall be invalid or unenforceable, such provision or part shall be deemed severed, and the remainder hereof shall be given full force and effect.
- 25. GOVERNMENT WORK. Seller agrees that any part of the articles or work hereby ordered which is intended for use on Government work shall, at all times, be subject to such changes, suspensions, terminations, and cancellation of the uncompleted portion as the Government requires. Seller shall not be entitled to any additional compensation for complying with such acts by the Government unless compensation is paid by the Government to the prime contractor for Seller's additional costs, and only to the extent compensation is so paid. Seller agrees to comply with all applicable statutes and valid governmental rules, regulations, requirements, provisions and conditions required by law to be included in this order, which are expressly incorporated herein.

 26. MISCELLANEOUS PROVISIONS. A Seller shall comply with the Fair Labor Standards Act, particularly sections 6, 7 and 12 thereof, and all other applicable Federal, state and local laws, regulations and orders and shall, upon request, furnish to Buyer a certificate to such effect. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the Employment of the Handicapped clause in Title 20, Part 741.3 of the Code of Federal Regulations, listing of Employment Openings for Veterans clause in
- Order 11246), the Employment of the Handicapped clause in Title 20, Part 741.3 of the Code of Federal Regulations, listing of Employment Openings for Veterans clause in Title 41, Part 50-250.2, of the code of Federal Regulations and Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250, of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. When applicable, Seller shall not discriminate against any employee or applicant for employment because of physical or mental handicap; and shall establish an affirmative action program applicable thereto, all as set forth in Part 741, Subchapter C, Chapter VI, Title 20 of the Code of Federal Regulations.
- 27. ACCEPTANCE OF ORDER. By accepting this Order, Seller accepts all terms and conditions printed on both the face and reverse side hereof, and to all riders and attachments hereto issued by ATC, notwithstanding any proposal of the Seller for additional or different terms which shall not become part of this Order unless expressly agreed to in writing by ATC.

FED ID #:

ATC TOWER SERVICES, INC.™

ATC Construction Services 3200 Cobb Galleria Parkway, Suite 205 Atlanta, GA 30339 PH: 770.953.9400 FAX: 770.859.9812

VENDOR:

JLB CONSTRUCTION INC 2327 FALLS AVENUE SUITE 4 WATERLOO, IA 50701 United States

PURCHASE ORDER REVISION PAGE PURCHASE ORDER NUMBER 1 of 1 53781 This Purchase Order Number must appear on all order acknowledgements, packing lists, cartons, and correspondence. SHIP TO: 6706 N. 9th Avenue, Suite B5 Pensacola,FL 32503 **United States** PO BOX 724267 BILL TO: Atlanta, GA 31139 United States

030427091

UPPLIE	R NO.	PROJECT#	DATE OF ORDER/			REVISED DATE/BU			
53780		22886	1 1 1	Maxwell, L		18-AUG-04	Maxwell, L	_	
	T TERMS		SHIP METHOD			F.O.B FOR DESTINATION			
Net 30			REQUESTOR/DEL	N/EDV			FOB DESTINATION CONFIRM TO/TELEPHONE		
REIGHT	TERMS		Bell, Troy	IVERI		(866) 234-6704		7	
TEM	PART NUMBER/	DESCRIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	EXTENDED		
1	MILTON EAST - IN LINES & DWAP O EXISTING ANTEI PRE-SWEEPING OF SYSTEM, RO JUMPERS INSID AND INSTALL DI OR BIAS T'S O SHIP TO: Address at top of	DUT NNA'S, /SWEEPING IUTE E SHELTER, PLEXERS	15-APR-04				2,500.00		
For	questions rega	arding this PO, please	contact your Projec	t Manager		TOTAL	2,500.00	0	
- 1. '-		duplicated electronica	ally and faved to the	number lister	d helow				
			my and laxed to the	number notet	. 501044	AUTUODI	ZED SIGNATURE	_	
Supp	olier Fax#: (319	3) 232-6//4				AUTHORI	ZED SIGNATURE	_	

- AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior agreements.
- 2. TIME. Time is of the essence of this Order.
- 3. ACCEPTANCE. This Order shall be acknowledged and becomes a binding contract subject to the terms set forth herein when acknowledged in writing or upon commencement of performance by Seller. No change in the Order shall be valid unless agreed to in writing and signed by an authorized representative of ATC.
- 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the term "goods" shall mean and include all supplies, materials, work, services, equipment or other items whatsoever to be furnished by Seller under this Order.
- 5. INSPECTION. Notwithstanding any prior inspection or test, payment or receiving document, goods are subject to final inspection and acceptance at the destination for delivery stated herein. Payment for goods shall not constitute acceptance.
- 6. WARRANTIES. (a) Notwithstanding inspection and acceptance by ATC of goods furnished under this Order or any provision of this Order concerning the conclusiveness thereof, Seller warrants that all goods furnished will be merchantable quality, will be fit for the purpose intended, and will be free from defects in material, workmanship and design, and conform in all aspects with the specifications and requirements of this
- (b) Seller further warrants that all material and equipment furnished will be of the highest workmanlike quality and acceptable to ATC.
- (c) All Warranties hereunder shall be for a period of one (1) year from the date of delivery or the placement in service of the goods, whichever is later, and shall be warranties of future performance for each warranty year.
- (e) In the event of a breach of warranty hereunder, ATC may, at no increase in Order price or other cost to ATC, either: (1) require the prompt correction or replacement of defective or otherwise nonconforming goods or parts thereof, along with such new or revised data as is associated with the corrective action taken; or (2) retain such goods, whereupon the price thereof shall be reduced by an amount equitable under the circumstances; or (3) correct or replace such goods with similar goods, by contract or otherwise, and charge to Seller for all additional costs caused thereby to ATC. (f) Any goods or parts thereof corrected or furnished in replacement pursuant to this clause shall be subject to all the provisions of this clause to the same extent as goods initially delivered. The warranty with respect to such goods or parts thereof shall be equal in duration to the initial warranty period and shall run from the date of delivery or
- placement in service of such corrected or replaced goods, whichever is later.

 (g) ATC approval of Seller-generated designs, drawings or other technical documents shall in no way relieve Seller of its obligations under this or any other clause of this
- 7. UNDERTAKINGS. In all cases wherein ATC is a prime or subcontractor to an Owner and the items hereunder are required by the Prime Contract, then Seller undertakes to ATC all obligations with respect to the items as ATC as subcontractor or as prime contractor, as the case may be, undertakes to the prime contractor or the Owner.
- 8. SCHEDULE & EXPEDITING. Seller shall keep ATC informed as to the status of the items hereunder and Seller's schedule of activities to assure delivery by the time required herein. Without any responsibility to do so, ATC reserves the right to take steps to expedite acquisition, production and/or shipment of the items, if, in ATC's sole judgment, delivery of the completed items by the date required becomes doubtful. Seller shall reimburse ATC for all costs it may incur in expediting acquisition, production or shipment of the items.
- 9. CHANGES. ATC reserves the right at any time prior to delivery, by written order, to cancel, suspend, revise or change the goods or quantity of goods to be furnished by Seller hereunder, and in no event shall ATC be responsible for loss of anticipated profits or consequential damages. In the event of a revision to this Order by ATC, ATC shall be responsible only for the price of the goods accepted. Any increase in the price of the goods resulting from a revision is subject to the approval of ATC. Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" clause hereof. Pending resolution of the dispute, the Seller shall not be excused from proceeding with the order.
- as changed.

 10. BANKRUPTCY. ATC may terminate this Purchase Order in whole or in part by written notice: (a) if the Seller shall become insolvent or make a general assignment for the benefit of creditors; or (b) if a petition under any bankruptcy act or similar statute is filed by or against the Seller and is not vacated within ten (10) days after it is filed.

 11. PRICES. Seller warrants that the prices of the items covered by this Order are not in excess of Seller's lowest prices in effect on the date of this Order for comparable quantities of similar items or services, and are not in excess of prices charged by Seller
- for similar items to Seller's most favored customers.

 12. INVOICING AND PAYMENT. A separate invoice shall be issued for each shipment. Unless otherwise specified, an invoice shall not be issued prior to shipment of items and payment will not be made prior to receipt and acceptance of the items and a correct invoice. Credit and discount periods shall be computed from the date of receipt of the correct invoice to the date ATC's check is mailed. Unless freight and other charges are separately itemized, discount shall be taken on full amount of invoice.

- 13. ASSIGNMENT. Neither this Order nor any interest herein nor claim thereunder shall be assigned or transferred by Seller, except as expressly authorized in writing by ATC.
 14. ADVERTISING AND PUBLICITY. Seller shall not, without written consent of ATC, publish the fact that ATC has placed this order with Seller, or release any information relative thereto. Seller shall not use the name of ATC or its parent organization, American Tower, Inc., or affiliates in any advertising or promotional literature.
- 15. PATENT INFRINGEMENT. Seller agrees to indemnify, defend and hold harmless ATC, its officers, agents, employees, successors and assigns against loss, damage or liability, including costs, expenses and attorney's fees on account of any suit, claim, judgment or demand involving the alleged infringement of any patent rights in the manufacture, delivery, use or disposition of any item or material supplied hereunder.
- 16. INDEMNITY. The Seller shall defend, save and hold ATC harmless from and against all suits or claims arising out of or relating to manuals, writings or the design of the goods furnished hereunder whether based upon any alleged injury to or death of any persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of the work or thereafter, whether such claims shall be made by an employee of the Seller, or by any other person. The Seller shall, at its own cost and expense, pay all costs incurred by ATC in connection therewith. If any judgment shall be rendered against ATC in any such action, the Seller shall satisfy and discharge the same without cost or expense to ATC.
- 17. CONSEQUENTIAL DAMAGES. Notwithstanding any other provision herein, ATC shall under no circumstances be responsible to Seller for any consequential, indirect or special damages.
- 18. DELIVERY. Delivery shall be to the project site Free on Board (F.O.B.) unless otherwise designated in this Order.
- 19. TITLE AND RISK OF LOSS. Title to and risk of loss on all goods shipped by Seller to ATC shall not pass to ATC until ATC inspects and accepts such goods at the location designated by ATC.
- 20. TAXES. Except as otherwise provided in this Order, the prices herein include all federal, state and local taxes applicable to the goods purchased herein. All taxes shall be listed separately on Seller's invoice. If not listed, Seller assumes responsibility for their payment and shall indemnify and hold ATC harmless from all tax liability arising out of or related to the Order.
- 21. DISPUTES. Either party may litigate any dispute arising under or related to this Order or the breach thereof in a court of competent jurisdiction. Pending settlement of any such dispute by agreement or a final judgment, Seller shall proceed diligently with the performance hereof according to ATC's direction.

 22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state
- 22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state and federal laws and executive orders and regulations issued pursuant thereto and agrees to indemnify ATC against any liability, loss, cost, damage or expense by reason of Seller's violation of this provision.
- 23. GOVERNING LAW. This Order shall be governed by the laws of the Commonwealth of Massachusetts.
- 24. SEVERABILITY. If any provision of this Order, or any part thereof, shall be invalid or unenforceable, such provision or part shall be deemed severed, and the remainder hereof shall be given full force and effect.
- 25. GOVERNMENT WORK. Seller agrees that any part of the articles or work hereby ordered which is intended for use on Government work shall, at all times, be subject to such changes, suspensions, terminations, and cancellation of the uncompleted portion as the Government requires. Seller shall not be entitled to any additional compensation for complying with such acts by the Government unless compensation is paid by the Government to the prime contractor for Seller's additional costs, and only to the extent compensation is so paid. Seller agrees to comply with all applicable statutes and valid governmental rules, regulations, requirements, provisions and conditions required by law to be included in this order, which are expressly incorporated herein.

 26. MISCELLANEOUS PROVISIONS. A Seller shall comply with the Fair Labor Standards Act, particularly sections 6, 7 and 12 thereof, and all other applicable Federal, state and local laws, regulations and orders and shall, upon request, furnish to Buyer a certificate to such effect. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive
- Order 11246), the Employment of the Handicapped clause in Title 20, Part 741.3 of the Code of Federal Regulations, listing of Employment Openings for Veterans clause in Title 41, Part 50-250.2, of the code of Federal Regulations and Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250, of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. When applicable, Seller shall not discriminate against any employee or applicant for employment because of physical or mental handicap; and shall establish an affirmative action program applicable thereto, all as set forth in Part 741, Subchapter C, Chapter VI, Title 20 of the Code of Federal Regulations.
- 27. ACCEPTANCE OF ORDER. By accepting this Order, Seller accepts all terms and conditions printed on both the face and reverse side hereof, and to all riders and attachments hereto issued by ATC, notwithstanding any proposal of the Seller for additional or different terms which shall not become part of this Order unless expressly agreed to in writing by ATC.

ATC Construction Services 3200 Cobb Galleria Parkway, Suite 205 Atlanta, GA 30339 PH: 770.953.9400 FAX: 770.859.9812

VENDOR:

PURCHASE ORDER								
PURCHAS	E ORDER NUMBER	REVISION	PAGE					
5064	0	0	1 of 1					
	urchase Order Num acknowledgements and corresp	, packing list						
SHIP TO:								
	19951 W. 162nd S	Street						
	Olathe,KS 66062 United States							
BILL TO:	PO BOX 724267							
	Atlanta ,GA 31139 United States	,						
FED ID #	030427091							

SUPPLII	ER NO.	PROJECT#	BUYER		REVISED DATE/BUYER					
5378	0	21735	04-MAR-04	Cole, T						
PAYMEN Net 3	NT TERMS		SHIP METHOD	SHIP METHOD			F.O.B FOB DESTINATION			
	T TERMS		REQUESTOR/DEL Westberry, Jam			(866) 234-6704				
ITEM	PART NUMBER/DESC	RIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	EXTENDED	Т		
1	21735 antenna and lines Temple Church o SHIP TO: Address at top of page		04-MAR-04				5,950.00	Y		
2	21735 deliver site close out documents as required for work in line 1 o SHIP TO: Address at top of page		04-MAR-04				1,275.00	Y		
3	21735 final punch list completion, site acceptance and cleanup o SHIP TO: Address at top of page		04-MAR-04				1,275.00	Y		
			į							
For	questions regarding	this PO, please o	contact your Project	: Manager		TOTAL	8,500.00)		
	document was duplion plier Fax#: (319) 232-		lly and faxed to the	number listed	l below		AUTHORIZED SIGNATURE			

- 1. AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior agreements.
- 2. TIME. Time is of the essence of this Order.
- 3. ACCEPTANCE. This Order shall be acknowledged and becomes a binding contract subject to the terms set forth herein when acknowledged in writing or upon commencement of performance by Seller. No change in the Order shall be valid unless
- agreed to in writing and signed by an authorized representative of ATC.

 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the term "goods" shall mean and include all supplies, materials, work, services, equipment or other items whatsoever to be furnished by Seller under this Order.
- 5. INSPECTION. Notwithstanding any prior inspection or test, payment or receiving document, goods are subject to final inspection and acceptance at the destination for delivery stated herein. Payment for goods shall not constitute acceptance
- 6. WARRANTIES. (a) Notwithstanding inspection and acceptance by ATC of goods furnished under this Order or any provision of this Order concerning the conclusiveness thereof, Seller warrants that all goods furnished will be merchantable quality, will be fit for the purpose intended, and will be free from defects in material, workmanship and design, and conform in all aspects with the specifications and requirements of this
- (b) Seller further warrants that all material and equipment furnished will be of the highest workmanlike quality and acceptable to ATC.
- (c) All Warranties hereunder shall be for a period of one (1) year from the date of delivery or the placement in service of the goods, whichever is later, and shall be warranties of future performance for each warranty year.
- (e) In the event of a breach of warranty hereunder, ATC may, at no increase in Order price or other cost to ATC, either: (1) require the prompt correction or replacement of defective or otherwise nonconforming goods or parts thereof, along with such new or revised data as is associated with the corrective action taken; or (2) retain such goods, whereupon the price thereof shall be reduced by an amount equitable under the circumstances; or (3) correct or replace such goods with similar goods, by contract or otherwise, and charge to Seller for all additional costs caused thereby to ATC. (f) Any goods or parts thereof corrected or furnished in replacement pursuant to this
- clause shall be subject to all the provisions of this clause to the same extent as goods initially delivered. The warranty with respect to such goods or parts thereof shall be equal in duration to the initial warranty period and shall run from the date of delivery or placement in service of such corrected or replaced goods, whichever is later.
- (g) ATC approval of Seller-generated designs, drawings or other technical documents shall in no way relieve Seller of its obligations under this or any other clause of this Order
- 7. UNDERTAKINGS. in all cases wherein ATC is a prime or subcontractor to an Owner and the items hereunder are required by the Prime Contract, then Seller undertakes to ATC all obligations with respect to the items as ATC as subcontractor or as prime contractor, as the case may be, undertakes to the prime contractor or the Owner.
- 8. SCHEDULE & EXPEDITING. Seller shall keep ATC informed as to the status of the items hereunder and Seller's schedule of activities to assure delivery by the time required herein. Without any responsibility to do so, ATC reserves the right to take steps to expedite acquisition, production and/or shipment of the items, if, in ATC's sole judgment, delivery of the completed items by the date required becomes doubtful. Seller shall reimburse ATC for all costs it may incur in expediting acquisition, production or shipment of the items.
- 9. CHANGES. ATC reserves the right at any time prior to delivery, by written order, to cancel, suspend, revise or change the goods or quantity of goods to be furnished by Seller hereunder, and in no event shall ATC be responsible for loss of anticipated profits or consequential damages. In the event of a revision to this Order by ATC, ATC shall be responsible only for the price of the goods accepted. Any increase in the price of the goods resulting from a revision is subject to the approval of ATC. Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" clause hereof. Pending resolution of the dispute, the Seller shall not be excused from proceeding with the order
- as changed 10. BANKRUPTCY. ATC may terminate this Purchase Order in whole or in part by written notice: (a) if the Seller shall become insolvent or make a general assignment for the benefit of creditors; or (b) if a petition under any bankruptcy act or similar statute is filed by or against the Seller and is not vacated within ten (10) days after it is filed.
- 11. PRICES. Seller warrants that the prices of the items covered by this Order are not in excess of Seller's lowest prices in effect on the date of this Order for comparable quantities of similar items or services, and are not in excess of prices charged by Seller for similar items to Seller's most favored customers.
- 12. INVOICING AND PAYMENT. A separate invoice shall be issued for each shipment. Unless otherwise specified, an invoice shall not be issued prior to shipment of items and payment will not be made prior to receipt and acceptance of the items and a correct invoice. Credit and discount periods shall be computed from the date of receipt of the correct invoice to the date ATC's check is mailed. Unless freight and other charges are separately itemized, discount shall be taken on full amount of invoice

- 13. ASSIGNMENT. Neither this Order nor any interest herein nor claim thereunder shall be assigned or transferred by Seller, except as expressly authorized in writing by ATC. 14. ADVERTISING AND PUBLICITY. Seller shall not, without written consent of ATC, publish the fact that ATC has placed this order with Seller, or release any information relative thereto. Seller shall not use the name of ATC or its parent organization, American Tower, Inc., or affiliates in any advertising or promotional literature.
- 15. PATENT INFRINGEMENT. Seller agrees to indemnify, defend and hold harmless ATC, its officers, agents, employees, successors and assigns against loss, damage or liability, including costs, expenses and attorney's fees on account of any suit, claim, judgment or demand involving the alleged infringement of any patent rights in the manufacture, delivery, use or disposition of any item or material supplied hereunder.
- 16. INDEMNITY. The Seller shall defend, save and hold ATC harmless from and against all suits or claims arising out of or relating to manuals, writings or the design of the goods furnished hereunder whether based upon any alleged injury to or death of any persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of the work or thereafter, whether such claims shall be made by an employee of the Seller, or by any other person. The Seller shall, at its own cost and expense, pay all costs incurred by ATC in connection therewith. If any judgment shall be rendered against ATC in any such action, the Seller shall satisfy and discharge the same without cost or expense to ATC.
- 17, CONSEQUENTIAL DAMAGES. Notwithstanding any other provision herein, ATC shall under no circumstances be responsible to Seller for any consequential, indirect or special damages.
- 18. DELIVERY. Delivery shall be to the project site Free on Board (F.O.B.) unless otherwise designated in this Order.
- 19. TITLE AND RISK OF LOSS. Title to and risk of loss on all goods shipped by Seller to ATC shall not pass to ATC until ATC inspects and accepts such goods at the location designated by ATC.
- 20. TAXES. Except as otherwise provided in this Order, the prices herein include all federal, state and local taxes applicable to the goods purchased herein. All taxes shall be listed separately on Seller's invoice. If not listed, Seller assumes responsibility for their payment and shall indemnify and hold ATC harmless from all tax liability arising out of or related to the Order.
- 21. DISPUTES. Either party may litigate any dispute arising under or related to this Order or the breach thereof in a court of competent jurisdiction. Pending settlement of any such dispute by agreement or a final judgment, Seller shall proceed diligently with the performance hereof according to ATC's direction.

 22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state
- and federal laws and executive orders and regulations issued pursuant thereto and agrees to indemnify ATC against any liability, loss, cost, damage or expense by reason of Seller's violation of this provision.
- 23. GOVERNING LAW. This Order shall be governed by the laws of the Commonwealth of Massachusetts.
- 24. SEVERABILITY. If any provision of this Order, or any part thereof, shall be invalid or unenforceable, such provision or part shall be deemed severed, and the remainder hereof shall be given full force and effect.
- 25. GOVERNMENT WORK. Seller agrees that any part of the articles or work hereby ordered which is intended for use on Government work shall, at all times, be subject to such changes, suspensions, terminations, and cancellation of the uncompleted portion as the Government requires. Seller shall not be entitled to any additional compensation for complying with such acts by the Government unless compensation is paid by the Government to the prime contractor for Seller's additional costs, and only to the extent compensation is so paid. Seller agrees to comply with all applicable statutes and valid governmental rules, regulations, requirements, provisions and conditions required by law to be included in this order, which are expressly incorporated herein. 26. MISCELLANEOUS PROVISIONS. A Selfer shall comply with the Fair Labor
- Standards Act, particularly sections 6, 7 and 12 thereof, and all other applicable Federal, state and local laws, regulations and orders and shall, upon request, furnish to Buyer a certificate to such effect. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the Employment of the Handicapped clause in Title 20, Part 741.3 of the Code of Federal Regulations, listing of Employment Openings for Veterans clause in Title 41, Part 50-250.2, of the code of Federal Regulations and Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250, of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. When applicable, Seller shall not discriminate against any employee or applicant for employment because of physical or mental handicap; and shall establish an affirmative action program applicable thereto, all as set forth in Part 741, Subchapter C, Chapter VI, Title 20 of the Code of Federal Regulations.
- 27. ACCEPTANCE OF ORDER. By accepting this Order, Seller accepts all terms and conditions printed on both the face and reverse side hereof, and to all riders and attachments hereto issued by ATC, notwithstanding any proposal of the Seller for additional or different terms which shall not become part of this Order unless expressly agreed to in writing by ATC.

ATC Construction Services 3200 Cobb Galleria Parkway, Suite 205 Atlanta, GA 30339 PH: 770.953.9400 FAX: 770.859.9812

VENDOR:

JLB CONSTRUCTION INC 2327 FALLS AVENUE SUITE 4 WATERLOO, IA 50701 United States

PURCHASE ORDER PURCHASE ORDER NUMBER REVISION PAGE 56183 1 of 1 This Purchase Order Number must appear on all order acknowledgements, packing lists, cartons, and correspondence. SHIP TO: 11312 S. Pipeline Road 2nd Floor Euless,TX 76040 United States PO BOX 724267 BILL TO: Atlanta, GA 31139 Un ted States FED ID #: 030427091

UPPLIE	R NO.	PROJECT #	DATE OF ORDER	BUYER		REVISED DATE/BU		
53780	ı	23649	20-MAY-04	Maxwell, L		14-SEP-04	Maxwell, L	
	T TERMS		SHIP METHOD			F.O.B FOB DESTINATION		
Net 30				**************************************		CONFIRM TO/TELE		_
REIGHT	TERMS		REQUESTOR/DEL Rodriguez, Jose			(866) 234-6704		.,.
тем	PART NUMBER/D	ESCRIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	EXTENDED	
1	BECHTEL CINGUL	set rm to the scope, specificatio .AR on site 5250 FM1275/FI incorporated herein by refer	M1878. These documents	were provided			4,797.00	
For	questions regar	ding this PO, please o	contact your Projec	l Manager		TOTAL	4,797.00	_)
					مامادا	-		_
This 4	locument was di	uplicated electronica	lly and faxed to the	number listed	below			

- AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior agreements.
- 2. TIME. Time is of the essence of this Order.
- 3. ACCEPTANCE. This Order shall be acknowledged and becomes a binding contract subject to the terms set forth herein when acknowledged in writing or upon commencement of performance by Seller. No change in the Order shall be valid unless agreed to in writing and signed by an authorized representative of ATC.
- 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the term "goods" shall mean and include all supplies, materials, work, services, equipment or other items whatsoever to be furnished by Seller under this Order.
- 5. INSPECTION. Notwithstanding any prior inspection or test, payment or receiving document, goods are subject to final inspection and acceptance at the destination for delivery stated herein. Payment for goods shall not constitute acceptance.
 6. WARRANTIES. (a) Notwithstanding inspection and acceptance by ATC of goods
- 6. WARRANTIES. (a) Notwithstanding inspection and acceptance by ATC of goods furnished under this Order or any provision of this Order concerning the conclusiveness thereof, Seller warrants that all goods furnished will be merchantable quality, will be fit for the purpose intended, and will be free from defects in material, workmanship and design, and conform in all aspects with the specifications and requirements of this Order.
- (b) Seller further warrants that all material and equipment furnished will be of the highest workmanlike quality and acceptable to ATC.
- (c) All Warranties hereunder shall be for a period of one (1) year from the date of delivery or the placement in service of the goods, whichever is later, and shall be warranties of future performance for each warranty year.
- (e) In the event of a breach of warranty hereunder, ATC may, at no increase in Order price or other cost to ATC, either: (1) require the prompt correction or replacement of defective or otherwise nonconforming goods or parts thereof, along with such new or revised data as is associated with the corrective action taken; or (2) retain such goods, whereupon the price thereof shall be reduced by an amount equitable under the circumstances; or (3) correct or replace such goods with similar goods, by contract or otherwise, and charge to Seller for all additional costs caused thereby to ATC.
- (f) Any goods or parts thereof corrected or furnished in replacement pursuant to this clause shall be subject to all the provisions of this clause to the same extent as goods initially delivered. The warranty with respect to such goods or parts thereof shall be equal in duration to the initial warranty period and shall run from the date of delivery or placement in service of such corrected or replaced goods, whichever is later.
- (g) ATC approval of Seller-generated designs, drawings or other technical documents shall in no way relieve Seller of its obligations under this or any other clause of this Order
- 7. UNDERTAKINGS. In all cases wherein ATC is a prime or subcontractor to an Owner and the items hereunder are required by the Prime Contract, then Seller undertakes to ATC all obligations with respect to the items as ATC as subcontractor or as prime contractor, as the case may be, undertakes to the prime contractor or the Owner.
- 8. SCHEDULE & EXPEDITING. Seller shall keep ATC informed as to the status of the items hereunder and Seller's schedule of activities to assure delivery by the time required herein. Without any responsibility to do so, ATC reserves the right to take steps to expedite acquisition, production and/or shipment of the items, if, in ATC's sole judgment, delivery of the completed items by the date required becomes doubtful. Seller shall reimburse ATC for all costs it may incur in expediting acquisition, production or shipment of the items.
- 9. CHANGES. ATC reserves the right at any time prior to delivery, by written order, to cancel, suspend, revise or change the goods or quantity of goods to be furnished by Seller hereunder, and in no event shall ATC be responsible for loss of anticipated profits or consequential damages. In the event of a revision to this Order by ATC, ATC shall be responsible only for the price of the goods accepted. Any increase in the price of the goods resulting from a revision is subject to the approval of ATC. Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" clause hereof. Pending resolution of the dispute, the Seller shall not be excused from proceeding with the order.
- as changed.

 10. BANKRUPTCY. ATC may terminate this Purchase Order in whole or in part by written notice: (a) if the Seller shall become insolvent or make a general assignment for the benefit of creditors; or (b) if a petition under any bankruptcy act or similar statute is filed by or against the Seller and is not vacated within ten (10) days after it is filed.
- 11. PRICES. Seller warrants that the prices of the items covered by this Order are not in excess of Seller's lowest prices in effect on the date of this Order for comparable quantities of similar items or services, and are not in excess of prices charged by Seller for similar items to Seller's most favored customers.
- 12. INVOICING AND PAYMENT. A separate invoice shall be issued for each shipment. Unless otherwise specified, an invoice shall not be issued prior to shipment of items and payment will not be made prior to receipt and acceptance of the items and a correct invoice. Credit and discount periods shall be computed from the date of receipt of the correct invoice to the date ATC's check is mailed. Unless freight and other charges are separately itemized, discount shall be taken on full amount of invoice.

- 13. ASSIGNMENT. Neither this Order nor any interest herein nor claim thereunder shall be assigned or transferred by Seller, except as expressly authorized in writing by ATC.

 14. ADVERTISING AND PUBLICITY. Seller shall not, without written consent of ATC, publish the fact that ATC has placed this order with Seller, or release any information relative thereto. Seller shall not use the name of ATC or its parent organization, American Tower, Inc., or affiliates in any advertising or promotional literature.
- 15. PATENT INFRINGEMENT. Seller agrees to indemnify, defend and hold harmless ATC, its officers, agents, employees, successors and assigns against loss, damage or liability, including costs, expenses and attorney's fees on account of any suit, claim, judgment or demand involving the alleged infringement of any patent rights in the manufacture, delivery, use or disposition of any item or material supplied hereunder.
- 16. INDEMNITY. The Seller shall defend, save and hold ATC harmless from and against all suits or claims arising out of or relating to manuals, writings or the design of the goods furnished hereunder whether based upon any alleged injury to or death of any persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of the work or thereafter, whether such claims shall be made by an employee of the Seller, or by any other person. The Seller shall, at its own cost and expense, pay all costs incurred by ATC in connection therewith. If any judgment shall be rendered against ATC in any such action, the Seller shall satisfy and discharge the same without cost or expense to ATC.
- 17. CONSEQUENTIAL DAMAGES. Notwithstanding any other provision herein, ATC shall under no circumstances be responsible to Seller for any consequential, indirect or special damages.
- 18. DELIVERY. Delivery shall be to the project site Free on Board (F.O.B.) unless otherwise designated in this Order.
- 19. TITLE AND RISK OF LOSS. Title to and risk of loss on all goods shipped by Seller to ATC shall not pass to ATC until ATC inspects and accepts such goods at the location designated by ATC.
- 20. TAXES. Except as otherwise provided in this Order, the prices herein include all federal, state and local taxes applicable to the goods purchased herein. All taxes shall be listed separately on Seller's invoice. If not listed, Seller assumes responsibility for their payment and shall indemnify and hold ATC harmless from all tax liability arising out of or related to the Order.
- 21. DISPUTES. Either party may litigate any dispute arising under or related to this Order or the breach thereof in a court of competent jurisdiction. Pending settlement of any such dispute by agreement or a final judgment, Seller shall proceed diligently with the performance hereof according to ATC's direction.

 22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state
- 22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state and federal laws and executive orders and regulations issued pursuant thereto and agrees to indemnify ATC against any liability, loss, cost, damage or expense by reason of Seller's violation of this provision.
- 23. GOVERNING LAW. This Order shall be governed by the laws of the Commonwealth of Massachusetts.
- 24. SEVERABILITY. If any provision of this Order, or any part thereof, shall be invalid or unenforceable, such provision or part shall be deemed severed, and the remainder hereof shall be given full force and effect.
- 25. GOVERNMENT WORK. Seller agrees that any part of the articles or work hereby ordered which is intended for use on Government work shall, at all times, be subject to such changes, suspensions, terminations, and cancellation of the uncompleted portion as the Government requires. Seller shall not be entitled to any additional compensation for complying with such acts by the Government unless compensation is paid by the Government to the prime contractor for Seller's additional costs, and only to the extent compensation is so paid. Seller agrees to comply with all applicable statutes and valid governmental rules, regulations, requirements, provisions and conditions
- required by law to be included in this order, which are expressly incorporated herein. 26. MISCELLANEOUS PROVISIONS. A Seller shall comply with the Fair Labor Standards Act, particularly sections 6, 7 and 12 thereof, and all other applicable Federal, state and local laws, regulations and orders and shall, upon request, furnish to Buyer a certificate to such effect. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the Employment of the Handicapped clause in Title 20, Part 741.3 of the Code of Federal Regulations, listing of Employment Openings for Veterans clause in Title 41, Part 50-250.2, of the code of Federal Regulations and Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250, of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. When applicable, Seller shall not discriminate against any employee or applicant for employment because of physical or mental handicap; and shall establish an affirmative action program applicable thereto, all as set forth in Part 741, Subchapter C, Chapter
- VI, Title 20 of the Code of Federal Regulations.

 27. ACCEPTANCE OF ORDER. By accepting this Order, Seller accepts all terms and conditions printed on both the face and reverse side hereof, and to all riders and attachments hereto issued by ATC, notwithstanding any proposal of the Seller for additional or different terms which shall not become part of this Order unless expressly agreed to in writing by ATC.

ATC Construction Services 3200 Cobb Galleria Parkway, Suite 205 Atlanta, GA 30339 PH: 770.953.9400 FAX: 770.859.9812

VENDOR:

PURCHASE ORDER						
PURCHAS	E ORDER NUMBER	REVISION	PAGE			
53233	3	0	1 of 1			
This Pu order a	urchase Order Num icknowledgements and corresp	, packing list	pear on all s, cartons,			
SHIP TO:						
	19951 W. 162nd S	Street				
	Olathe,KS 66062 United States					
BILL TO:	PO BOX 724267					
	Atlanta ,GA 31139 United States	ז				
FED ID#:	030427091					

SUPPLIE		PROJECT#	DATE OF ORDER/ 08-APR-04	BUYER Pratt, P		REVISED DATE/BU	TEK		
5378		21765	SHIP METHOD	SHIP METHOD			TION		
	Net 30 EIGHT TERMS PART NUMBER/DESCRIPTION						FOB DESTINATION CONFIRM TO/TELEPHONE		
FREIGH	TTERMS	<u> </u>	REQUESTOR/DEL Westberry, Jam			(866) 234-6704		_	
ITEM	PART NUMBER/DESC	CRIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	EXTENDED	Т	
1	1-21765 civil and electric Nordyne o SHIP TO: Address at top of page		08-APR-04				9,170.00	Y	
2	2- final punch list completion, sit acceptance and cleanu o SHIP TO: Address at top of page		08-APR-04				1,965.00	Y	
3	3-deliver site close out documents for work required in line 1 o SHIP TO: Address at top of page		08-APR-04				1,965.00) Y	
Foi	questions regardin	g this PO, please	contact your Projec	t Manager		TOTAL	13,100.00	0	
Th:-	document was dup	licated electronica	ally and faxed to the	number lister	d below	-			
	plier Fax#: (319) 23:		my and laked to the	namos nate		AUTHORI	ZED SIGNATURE		

- AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior agreements.
- 2. TIME. Time is of the essence of this Order.
- 3. ACCEPTANCE. This Order shall be acknowledged and becomes a binding contract subject to the terms set forth herein when acknowledged in writing or upon commencement of performance by Seller. No change in the Order shall be valid unless agreed to in writing and signed by an authorized representative of ATC.
 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the
- 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the term "goods" shall mean and include all supplies, materials, work, services, equipment or other items whatsoever to be furnished by Seller under this Order.
- 5. INSPECTION. Notwithstanding any prior inspection or test, payment or receiving document, goods are subject to final inspection and acceptance at the destination for delivery stated herein. Payment for goods shall not constitute acceptance.

 6. WARRANTIES. (a) Notwithstanding inspection and acceptance by ATC of goods
- turnished under this Order or any provision of this Order concerning the conclusiveness thereof, Seller warrants that all goods furnished will be merchantable quality, will be fit for the purpose intended, and will be free from defects in material, workmanship and design, and conform in all aspects with the specifications and requirements of this Order.
- (b) Seller further warrants that all material and equipment furnished will be of the highest workmanlike quality and acceptable to ATC.
- (c) All Warranties hereunder shall be for a period of one (1) year from the date of delivery or the placement in service of the goods, whichever is later, and shall be warranties of future performance for each warranty year.
- (e) In the event of a breach of warranty hereunder, ATC may, at no increase in Order price or other cost to ATC, either: (1) require the prompt correction or replacement of defective or otherwise nonconforming goods or parts thereof, along with such new or revised data as is associated with the corrective action taken; or (2) retain such goods, whereupon the price thereof shall be reduced by an amount equitable under the circumstances; or (3) correct or replace such goods with similar goods, by contract or otherwise, and charge to Seller for all additional costs caused thereby to ATC. (f) Any goods or parts thereof corrected or furnished in replacement pursuant to this
- (f) Any goods or parts thereof corrected or furnished in replacement pursuant to this clause shall be subject to all the provisions of this clause to the same extent as goods initially delivered. The warranty with respect to such goods or parts thereof shall be equal in duration to the initial warranty period and shall run from the date of delivery or placement in service of such corrected or replaced goods, whichever is later.
- (g) ATC approval of Seller-generated designs, drawings or other technical documents shall in no way relieve Seller of its obligations under this or any other clause of this Order.
- 7. UNDERTAKINGS. In all cases wherein ATC is a prime or subcontractor to an Owner and the items hereunder are required by the Prime Contract, then Seller undertakes to ATC all obligations with respect to the items as ATC as subcontractor or as prime contractor, as the case may be, undertakes to the prime contractor or the Owner.
- 8. SCHEDULE & EXPEDITING. Seller shall keep ATC informed as to the status of the items hereunder and Seller's schedule of activities to assure delivery by the time required herein. Without any responsibility to do so, ATC reserves the right to take steps to expedite acquisition, production and/or shipment of the items, if, in ATC's sole judgment, delivery of the completed items by the date required becomes doubtful. Seller shall reimburse ATC for all costs it may incur in expediting acquisition, production or shipment of the items.
- 9. CHANGES. ATC reserves the right at any time prior to delivery, by written order, to cancel, suspend, revise or change the goods or quantity of goods to be furnished by Seller hereunder, and in no event shall ATC be responsible for loss of anticipated profits or consequential damages. In the event of a revision to this Order by ATC, ATC shall be responsible only for the price of the goods accepted. Any increase in the price of the goods resulting from a revision is subject to the approval of ATC. Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" clause hereof. Pending resolution of the dispute, the Seller shall not be excused from proceeding with the order.
- as changed.

 10. BANKRUPTCY. ATC may terminate this Purchase Order in whole or in part by written notice: (a) if the Seller shall become insolvent or make a general assignment for the benefit of creditors; or (b) if a petition under any bankruptcy act or similar statute is filed by or against the Seller and is not vacated within ten (10) days after it is filed.

 11. PRICES. Seller warrants that the prices of the items covered by this Order are not in excess of Seller's lowest prices in effect on the date of this Order for comparable quantities of similar items or services, and are not in excess of prices charged by Seller for similar items to Seller's most favored customers.
- 12. INVOICING AND PAYMENT. A separate invoice shall be issued for each shipment. Unless otherwise specified, an invoice shall not be issued prior to shipment of items and payment will not be made prior to receipt and acceptance of the items and a correct invoice. Credit and discount periods shall be computed from the date of receipt of the correct invoice to the date ATC's check is mailed. Unless freight and other charges are separately itemized, discount shall be taken on full amount of invoice.

- 13. ASSIGNMENT. Neither this Order nor any interest herein nor claim thereunder shall be assigned or transferred by Seller, except as expressly authorized in writing by ATC.
 14. ADVERTISING AND PUBLICITY. Seller shall not, without written consent of ATC, publish the fact that ATC has placed this order with Seller, or release any information relative thereto. Seller shall not use the name of ATC or its parent organization, American Tower, Inc., or affiliates in any advertising or promotional literature.
- 15. PATENT INFRINGEMENT. Seller agrees to indemnify, defend and hold harmless ATC, its officers, agents, employees, successors and assigns against loss, damage or liability, including costs, expenses and attorney's fees on account of any suit, claim, judgment or demand involving the alleged infringement of any patent rights in the manufacture, delivery, use or disposition of any item or material supplied hereunder.
- 16. INDEMNITY. The Seller shall defend, save and hold ATC harmless from and against all suits or claims arising out of or relating to manuals, writings or the design of the goods furnished hereunder whether based upon any alleged injury to or death of any persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of the work or thereafter, whether such claims shall be made by an employee of the Seller, or by any other person. The Seller shall, at its own cost and expense, pay all costs incurred by ATC in connection therewith. If any judgment shall be rendered against ATC in any such action, the Seller shall satisfy and discharge the same without cost or expense to ATC.
- 17. CONSEQUENTIAL DAMAGES. Notwithstanding any other provision herein, ATC shall under no circumstances be responsible to Seller for any consequential, indirect or special damages.
- 18. DELIVERY. Delivery shall be to the project site Free on Board (F.O.B.) unless otherwise designated in this Order.
- 19. TITLE AND RISK OF LOSS. Title to and risk of loss on all goods shipped by Seller to ATC shall not pass to ATC until ATC inspects and accepts such goods at the location designated by ATC.
- 20. TAXES. Except as otherwise provided in this Order, the prices herein include all federal, state and local taxes applicable to the goods purchased herein. All taxes shall be listed separately on Seller's invoice. If not listed, Seller assumes responsibility for their payment and shall indemnify and hold ATC harmless from all tax liability arising out of or related to the Order.
- 21. DISPUTES. Either party may litigate any dispute arising under or related to this Order or the breach thereof in a court of competent jurisdiction. Pending settlement of any such dispute by agreement or a final judgment, Seller shall proceed diligently with the performance hereof according to ATC's direction.

 22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state
- 22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state and federal laws and executive orders and regulations issued pursuant thereto and agrees to indemnify ATC against any liability, loss, cost, damage or expense by reason of Seller's violation of this provision.
- 23. GOVERNING LAW. This Order shall be governed by the laws of the Commonwealth of Massachusetts.
- 24. SEVERABILITY. If any provision of this Order, or any part thereof, shall be invalid or unenforceable, such provision or part shall be deemed severed, and the remainder hereof shall be given full force and effect.
- 25. GOVERNMENT WORK. Seller agrees that any part of the articles or work hereby ordered which is intended for use on Government work shall, at all times, be subject to such changes, suspensions, terminations, and cancellation of the uncompleted portion as the Government requires. Seller shall not be entitled to any additional compensation for complying with such acts by the Government unless compensation is paid by the Government to the prime contractor for Seller's additional costs, and only to
- the extent compensation is so paid. Seller agrees to comply with all applicable statutes and valid governmental rules, requiations, requirements, provisions and conditions required by law to be included in this order, which are expressly incorporated herein. 26. MISCELLANEOUS PROVISIONS. A Seller shall comply with the Fair Labor Standards Act, particularly sections 6, 7 and 12 thereof, and all other applicable Federal, state and local laws, regulations and orders and shall, upon request, furnish to Buyer a certificate to such effect. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the Employment of the Handicapped clause in Title 20, Part 741.3 of the Code of Federal Regulations, listing of Employment Openings for Veterans clause in Title 41, Part 60-250.2, of the code of Federal Regulations and Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250, of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. When
- applicable, Seller shall not discriminate against any employee or applicant for employment because of physical or mental handicap; and shall establish an affirmative action program applicable thereto, all as set forth in Part 741, Subchapter C, Chapter VI, Title 20 of the Code of Federal Regulations.

 27. ACCEPTANCE OF ORDER. By accepting this Order, Seller accepts all terms and
- 27. ACCEPTANCE OF ORDER. By accepting this Order, seller accepts all territs and conditions printed on both the face and reverse side hereof, and to all riders and attachments hereto issued by ATC, notwithstanding any proposal of the Seller for additional or different terms which shall not become part of this Order unless expressly agreed to in writing by ATC.

ATC Construction Services 3200 Cobb Galleria Parkway, Suite 205 Atlanta, GA 30339 PH: 770.953.9400 FAX: 770.859.9812

VENDOR:

PURCHASE ORDER PURCHASE ORDER NUMBER REVISION PAGE				
PURCHAS	E ORDER NUMBER	REVISION	PAGE	
5064	2	0	1 of 1	
	urchase Order Num acknowledgements and corresp	, packing list		
SHIP TO:				
	19951 W. 162nd 8	Street		
	Olathe,KS 66062 United States			
BILL TO:	PO BOX 724267		 .	
	Atlanta ,GA 31139 United States	9		
	S,,,,ou States			
FED 1D #:	030427091			

53780 PAYMENT TERMS Net 30 FREIGHT TERMS ITEM PART	NUMBER/DESC	22552	SHIP METHOD REQUESTOR/DEL	Cole, T		F.O.B FOB DESTINA		\dashv
Net 30 FREIGHT TERMS	NUMBER/DESC		REQUESTOR/DEL					
FREIGHT TERMS	NUMBER/DESC					FOD DESTINA	TION	ļ
ITEM PART	NUMBER/DESC		Westberry, Jam			(866) 234-6704		
i		RIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	EXTENDED	т
Roofer o SHIP	ntenna and lines Supply TO: ss at top of page		04-MAR-04				5,950.00	Y
close of required in line o SHIP			04-MAR-04				1,275.00	Y
comple accept o SHIP	nal punch list etion, site tance and cleanup TO: ess at top of page		04-MAR-04				1,275.00	Y
For question	ons regarding	this PO, please	contact your Projec	t Manager		TOTAL	8,500.00)
	ent was dupli x#: (319) 232		illy and faxed to the	number listed	d below	AUTHORI	ZED SIGNATURE	_

- AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior agreements.
- 2. TIME. Time is of the essence of this Order.
- 3. ACCEPTANCE. This Order shall be acknowledged and becomes a binding contract subject to the terms set forth herein when acknowledged in writing or upon commencement of performance by Seller. No change in the Order shall be valid unless agreed to in writing and signed by an authorized representative of ATC.

 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the
- 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the term "goods" shall mean and include all supplies, materials, work, services, equipment or other items whatsoever to be furnished by Seller under this Order.
- 5. INSPECTION. Notwithstanding any prior inspection or test, payment or receiving document, goods are subject to final inspection and acceptance at the destination for delivery stated herein. Payment for goods shall not constitute acceptance.
- 6. WARRANTIES. (a) Notwithstanding inspection and acceptance by ATC of goods furnished under this Order or any provision of this Order concerning the conclusiveness thereof, Seller warrants that all goods furnished will be merchantable quality, will be fit for the purpose intended, and will be free from defects in material, workmanship and design, and conform in all aspects with the specifications and requirements of this
- (b) Seller further warrants that all material and equipment furnished will be of the highest workmanlike quality and acceptable to ATC.
- (c) All Warranties hereunder shall be for a period of one (1) year from the date of delivery or the placement in service of the goods, whichever is later, and shall be warranties of future performance for each warranty year.
- (e) In the event of a breach of warranty hereunder, ATC may, at no increase in Order price or other cost to ATC, either: (1) require the prompt correction or replacement of defective or otherwise nonconforming goods or parts thereof, along with such new or revised data as is associated with the corrective action taken; or (2) retain such goods, whereupon the price thereof shall be reduced by an amount equitable under the circumstances; or (3) correct or replace such goods with similar goods, by contract or otherwise, and charge to Seller for all additional costs caused thereby to ATC.
- otherwise, and charge to Seller for all additional costs caused thereby to Arts.

 (f) Any goods or parts thereof corrected or furnished in replacement pursuant to this clause shall be subject to all the provisions of this clause to the same extent as goods initially delivered. The warranty with respect to such goods or parts thereof shall be equal in duration to the initial warranty period and shall run from the date of delivery or placement in service of such corrected or replaced goods, whichever is later.
- (g) ATC approval of Seller-generated designs, drawings or other technical documents shall in no way relieve Seller of its obligations under this or any other clause of this Order.
- 7. UNDERTAKINGS. In all cases wherein ATC is a prime or subcontractor to an Owner and the items hereunder are required by the Prime Contract, then Seller undertakes to ATC all obligations with respect to the items as ATC as subcontractor or as prime contractor, as the case may be, undertakes to the prime contractor or the Owner.
- 8. SCHEDULE & EXPEDITING. Seller shall keep ATC informed as to the status of the items hereunder and Seller's schedule of activities to assure delivery by the time required herein. Without any responsibility to do so, ATC reserves the right to take steps to expedite acquisition, production and/or shipment of the items, if, in ATC's sole judgment, delivery of the completed items by the date required becomes doubtful. Seller shall reimburse ATC for all costs it may incur in expediting acquisition, production or shipment of the items.
- 9. CHANGES. ATC reserves the right at any time prior to delivery, by written order, to cancel, suspend, revise or change the goods or quantity of goods to be furnished by Seller hereunder, and in no event shall ATC be responsible for loss of anticipated profits or consequential damages. In the event of a revision to this Order by ATC, ATC shall be responsible only for the price of the goods accepted. Any increase in the price of the goods resulting from a revision is subject to the approval of ATC. Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes' clause hereof. Pending resolution of the dispute, the Seller shall not be excused from proceeding with the order.
- as changed.
- 10. BANKRUPTCY. ATC may terminate this Purchase Order in whole or in part by written notice: (a) if the Seller shall become insolvent or make a general assignment for the benefit of creditors; or (b) if a petition under any bankruptcy act or similar statute is filed by or against the Seller and is not vacated within ten (10) days after it is filed. 11. PRICES. Seller warrants that the prices of the items covered by this Order are not in excess of Seller's lowest prices in effect on the date of this Order for comparable quantities of similar items or services, and are not in excess of prices charged by Seller for similar items to Seller's most favored customers.
- 12. INVOICING AND PAYMENT. A separate invoice shall be issued for each shipment. Unless otherwise specified, an invoice shall not be issued prior to shipment of items and payment will not be made prior to receipt and acceptance of the items and a correct invoice. Credit and discount periods shall be computed from the date of receipt of the correct invoice to the date ATC's check is mailed. Unless freight and other charges are separately itemized, discount shall be taken on full amount of invoice.

- 13. ASSIGNMENT. Neither this Order nor any interest herein nor claim thereunder shall be assigned or transferred by Seller, except as expressly authorized in writing by ATC. 14. ADVERTISING AND PUBLICITY. Seller shall not, without written consent of ATC, publish the fact that ATC has placed this order with Seller, or release any information relative thereto. Seller shall not use the name of ATC or its parent organization, American Tower, Inc., or affiliates in any advertising or promotional literature.
- 15. PATENT INFRINCEMENT. Seller agrees to indemnify, defend and hold harmless ATC, its officers, agents, employees, successors and assigns against loss, damage or liability, including costs, expenses and attorney's fees on account of any suit, claim, judgment or demand involving the alleged infringement of any patent rights in the manufacture, delivery, use or disposition of any item or material supplied hereunder.
- 16. INDEMNITY. The Seller shall defend, save and hold ATC harmless from and against all suits or claims arising out of or relating to manuals, writings or the design of the goods furnished hereunder whether based upon any alleged injury to or death of any persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of the work or thereafter, whether such claims shall be made by an employee of the Seller, or by any other person. The Seller shall, at its own cost and expense, pay all costs incurred by ATC in connection therewith. If any judgment shall be rendered against ATC in any such action, the Seller shall satisfy and discharge the same without cost or expense to ATC.
- 17. CONSEQUENTIAL DAMAGES. Notwithstanding any other provision herein, ATC shall under no circumstances be responsible to Seller for any consequential, indirect or special damages.
- 18. DELIVERY. Delivery shall be to the project site Free on Board (F.O.B.) unless otherwise designated in this Order.
- 19. TITLE AND RISK OF LOSS. Title to and risk of loss on all goods shipped by Seller to ATC shall not pass to ATC until ATC inspects and accepts such goods at the location designated by ATC.
- 20. TAXES. Except as otherwise provided in this Order, the prices herein include all federal, state and local taxes applicable to the goods purchased herein. All taxes shall be listed separately on Seller's invoice. If not listed, Seller assumes responsibility for their payment and shall indemnify and hold ATC harmless from all tax liability arising out of or related to the Order.
- 21. DISPUTES. Either party may litigate any dispute arising under or related to this Order or the breach thereof in a court of competent jurisdiction. Pending settlement of any such dispute by agreement or a final judgment, Seller shall proceed diligently with the performance hereof according to ATC's direction.
- 22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state and federal laws and executive orders and regulations issued pursuant thereto and agrees to indemnify ATC against any liability, loss, cost, damage or expense by reason of Seller's violation of this provision.
- 23. GOVERNING LAW. This Order shall be governed by the laws of the Commonwealth of Massachusetts.
- 24. SEVERABILITY. If any provision of this Order, or any part thereof, shall be invalid or unenforceable, such provision or part shall be deemed severed, and the remainder hereof shall be given full force and effect.
- 25. GOVERNMENT WORK. Seller agrees that any part of the articles or work hereby ordered which is intended for use on Government work shall, at all times, be subject to such changes, suspensions, terminations, and cancellation of the uncompleted portion as the Government requires. Seller shall not be entitled to any additional compensation for complying with such acts by the Government unless compensation is paid by the Government to the prime contractor for Seller's additional costs, and only to the extent compensation is so paid. Seller agrees to comply with all applicable statutes and valid governmental rules, regulations, requirements, provisions and conditions required by law to be included in this order, which are expressly incorporated herein.
- 26. MISCELLANEOUS PROVISIONS. A Seller shall comply with the Fair Labor Standards Act, particularly sections 6, 7 and 12 thereof, and all other applicable Federal, state and local laws, regulations and orders and shall, upon request, furnish to Buyer a certificate to such effect. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the Employment of the Handicapped clause in Title 20, Part 741.3 of the Code of Federal Regulations, listing of Employment Openings for Veterans clause in Title 41, Part 50-250.2, of the code of Federal Regulations and Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250, of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. When applicable, Seller shall not discriminate against any employee or applicant for employment because of physical or mental handicap; and shall establish an affirmative action program applicable thereto, all as set forth in Part 741, Subchapter C, Chapter VI, Title 20 of the Code of Federal Regulations.
- 27. ACCEPTANCE OF ORDER. By accepting this Order, Seller accepts all terms and conditions printed on both the face and reverse side hereof, and to all riders and attachments hereto issued by ATC, notwithstanding any proposal of the Seller for additional or different terms which shall not become part of this Order unless expressly agreed to in writing by ATC.

FED ID #:

ATC TOWERSERVICES, INC.™

ATC Construction Services 3200 Cobb Galleria Parkway, Suite 205 Atlanta, GA 30339 PH: 770.953.9400 FAX: 770.859.9812

VENDOR:

JLB CONSTRUCTION INC 2327 FALLS AVENUE SUITE 4 WATERLOO, IA 50701 United States

PURCHASE ORDER PURCHASE ORDER NUMBER REVISION PAGE 52632 1 of 1 0 This Purchase Order Number must appear on all order acknowledgements, packing lists, cartons, and correspondence. SHIP TO: 306 Woodland Drive La Place,LA 70068 United States PO BOX 724267 BILL TO: Atlanta GA 31139 United States

030427091

PPLIER NO.		PROJECT#	DATE OF ORDER/	BUYER		REVISED DATE/BU	YER	
53780		22770		Maxwell, L				_
YMENT TERMS			SHIP METHOD	-	-	F.O.B FOB DESTINATION		
Net 30								_
EIGHT TERMS			REQUESTOR/DEL Merritt, Carl	VERY		(866) 234-6704		
			DELIVERY		T	 	.,,,,	Τ
EM PARTI	NUMBER/DESCR	RIPTION	DATE	QUANTITY	UOM	UNIT PRICE	EXTENDED	
Utilities o SHIP T	Grounding,		29-MAR-04				17,500.00	
iNstallat o SHIP T			29-MAR-04			:	3,750.00	
warrant o SHIP T Addres	ntation and y work as needed O: s at top of page		29-MAR-04				3,750.00	
For questions regarding this PO, please contact your Project Manager			TOTAL	25,000.00)			
his docume	nt was duplic #: (319) 232-		lly and faxed to the	number listed	below		ED SIGNATURE	_

- AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior agreements.
- 2. TIME. Time is of the essence of this Order.
- 3. ACCEPTANCE. This Order shall be acknowledged and becomes a binding contract subject to the terms set forth herein when acknowledged in writing or upon commencement of performance by Seller. No change in the Order shall be valid unless agreed to in writing and signed by an authorized representative of ATC.
- 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the term "goods" shall mean and include all supplies, materials, work, services, equipment or other items whatsoever to be furnished by Seller under this Order.
- 5. INSPECTION. Notwithstanding any prior inspection or test, payment or receiving document, goods are subject to final inspection and acceptance at the destination for delivery stated herein. Payment for goods shall not constitute acceptance.
- 6. WARRANTIES. (a) Notwithstanding inspection and acceptance by ATC of goods furnished under this Order or any provision of this Order concerning the conclusiveness thereof, Seller warrants that all goods furnished will be merchantab e quality, will be fit for the purpose intended, and will be free from defects in material, workmanship and design, and conform in all aspects with the specifications and requirements of this Order.
- (b) Seller further warrants that all material and equipment furnished will be of the highest workmanlike quality and acceptable to ATC.
- (c) All Warranties hereunder shall be for a period of one (1) year from the date of delivery or the placement in service of the goods, whichever is later, and shall be warranties of future performance for each warranty year.
- (e) In the event of a breach of warranty hereunder, ATC may, at no increase in Order price or other cost to ATC, either: (1) require the prompt correctior or replacement of defective or otherwise nonconforming goods or parts thereof, along with such new or revised data as is associated with the corrective action taken; or (2) retain such goods, whereupon the price thereof shall be reduced by an amount equitable under the circumstances; or (3) correct or replace such goods with similar goods, by contract or otherwise, and charge to Seller for all additional costs caused thereby to ATC.
- (f) Any goods or parts thereof corrected or furnished in replacement pursuant to this clause shall be subject to all the provisions of this clause to the same extent as goods initially delivered. The warranty with respect to such goods or parts thereof shall be equal in duration to the initial warranty period and shall run from the date of delivery or placement in service of such corrected or replaced goods, whichever is later.
- (g) ATC approval of Seller-generated designs, drawings or other technical documents shall in no way relieve Seller of its obligations under this or any other clause of this Order.
- 7. UNDERTAKINGS. In all cases wherein ATC is a prime or subcontractor to an Owner and the items hereunder are required by the Prime Contract, then Seller undertakes to ATC all obligations with respect to the items as ATC as subcontractor or as prime contractor, as the case may be, undertakes to the prime contractor or the Owner.
- 8. SCHEDULE & EXPEDITING. Seller shall keep ATC informed as to the status of the items hereunder and Seller's schedule of activities to assure delivery by the time required herein. Without any responsibility to do so, ATC reserves the right to take steps to expedite acquisition, production and/or shipment of the items, if, in ATC's sole judgment, delivery of the completed items by the date required becomes doubtful. Seller shall reimburse ATC for all costs it may incur in expediting acquisition, production or shipment of the items.
- 9. CHANGES. ATC reserves the right at any time prior to delivery, by written order, to cancel, suspend, revise or change the goods or quantity of goods to be furnished by Seller hereunder, and in no event shall ATC be responsible for loss of anticipated profits or consequential damages. In the event of a revision to this Order by ATC, ATC shall be responsible only for the price of the goods accepted. Any increase in the price of the goods resulting from a revision is subject to the approval of ATC. Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" clause hereof. Pending resolution of the dispute, the Seller shall not be excused from proceeding with the order.
- as changed.
- 10. BANKRUPTCY. ATC may terminate this Purchase Order in whole or in part by written notice: (a) if the Seller shall become insolvent or make a general assignment for the benefit of creditors; or (b) if a petition under any bankruptcy act or similar statute is filed by or against the Seller and is not vacated within ten (10) days after it is filed.

 11. PRICES. Seller warrants that the prices of the items covered by this Order are not in excess of Seller's lowest prices in effect on the date of this Order for comparable quantities of similar items or services, and are not in excess of prices charged by Seller for similar items to Seller's most favored customers.
- 12. INVOICING AND PAYMENT. A separate invoice shall be issued for each shipment. Unless otherwise specified, an invoice shall not be issued prior to shipment of items and payment will not be made prior to receipt and acceptance of the items and a correct invoice. Credit and discount periods shall be computed from the date of receipt of the correct invoice to the date ATC's check is mailed. Unless freight and other charges are separately itemized, discount shall be taken on full amount of invoice.

- 13. ASSIGNMENT. Neither this Order nor any interest herein nor claim thereunder shall be assigned or transferred by Seller, except as expressly authorized in writing by ATC. 14. ADVERTISING AND PUBLICITY. Seller shall not, without written consent of ATC, publish the fact that ATC has placed this order with Seller, or release any information relative thereto. Seller shall not use the name of ATC or its parent organization, American Tower, Inc., or affiliates in any advertising or promotional literature.
- 15. PATENT INFRINGEMENT. Seller agrees to indemnify, defend and hold harmless ATC, its officers, agents, employees, successors and assigns against loss, damage or liability, including costs, expenses and attorney's fees on account of any suit, claim, judgment or demand involving the alleged infringement of any patent rights in the manufacture, delivery, use or disposition of any item or material supplied hereunder.
- 16. INDEMNITY. The Seller shall defend, save and hold ATC harmless from and against all suits or claims arising out of or relating to manuals, writings or the design of the goods furnished hereunder whether based upon any alleged injury to or death of any persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of the work or thereafter, whether such claims shall be made by an employee of the Seller, or by any other person. The Seller shall, at its own cost and expense, pay all costs incurred by ATC in connection therewith. If any judgment shall be rendered against ATC in any such action, the Seller shall satisfy and discharge the same without cost or expense to ATC.
- 17. CONSEQUENTIAL DAMAGES. Notwithstanding any other provision herein, ATC shall under no circumstances be responsible to Seller for any consequential, indirect or special damages.
- 18. DELIVERY. Delivery shall be to the project site Free on Board (F.O.B.) unless otherwise designated in this Order.
- 19. TITLE AND RISK OF LOSS. Title to and risk of loss on all goods shipped by Seller to ATC shall not pass to ATC until ATC inspects and accepts such goods at the location designated by ATC.
- 20. TAXES. Except as otherwise provided in this Order, the prices herein include all federal, state and local taxes applicable to the goods purchased herein. All taxes shall be listed separately on Seller's invoice. If not listed, Seller assumes responsibility for their payment and shall indemnify and hold ATC harmless from all tax liability arising out of or related to the Order.
- 21. DISPUTES. Either party may litigate any dispute arising under or related to this Order or the breach thereof in a court of competent jurisdiction. Pending settlement of any such dispute by agreement or a final judgment, Seller shall proceed diligently with the performance hereof according to ATC's direction.
- 22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state and federal laws and executive orders and regulations issued pursuant thereto and agrees to indemnify ATC against any liability, loss, cost, damage or expense by reason of Seller's violation of this provision.
- 23. GOVERNING LAW. This Order shall be governed by the laws of the Commonwealth of Massachusetts.
- 24. SEVERABILITY. If any provision of this Order, or any part thereof, shall be invalid or unenforceable, such provision or part shall be deemed severed, and the remainder hereof shall be given full force and effect.
 25. GOVERNMENT WORK. Seller agrees that any part of the articles or work hereby
- ordered which is intended for use on Government work shall, at all times, be subject to such changes, suspensions, terminations, and cancellation of the uncompleted portion as the Government requires. Seller shall not be entitled to any additional compensation for complying with such acts by the Government unless compensation is paid by the Government to the prime contractor for Seller's additional costs, and only to the extent compensation is so paid. Seller agrees to comply with all applicable statutes and valid governmental rules, regulations, requirements, provisions and conditions required by law to be included in this order, which are expressly incorporated herein.

 26. MISCELLANEOUS PROVISIONS. A Seller shall comply with the Fair Labor
- Standards Act, particularly sections 6, 7 and 12 thereof, and all other applicable Federal, state and local laws, regulations and orders and shall, upon request, furnish to Buyer a certificate to such effect. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the Employment of the Handicapped clause in Title 20, Part 741.3 of the Code of Federal Regulations, listing of Employment Openings for Veterans clause in Title 41, Part 50-250.2, of the code of Federal Regulations and Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250, of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. When applicable, Seller shall not discriminate against any employee or applicant for employment because of physical or mental handicap; and shall establish an affirmative action program applicable thereto, all as set forth in Part 741, Subchapter C, Chapter VI, Title 20 of the Code of Federal Regulations.
- 27. ACCEPTANCE OF ORDER. By accepting this Order, Seller accepts all terms and conditions printed on both the face and reverse side hereof, and to all riders and attachments hereto issued by ATC, notwithstanding any proposal of the Seller for additional or different terms which shall not become part of this Order unless expressly agreed to in writing by ATC.

ATC Construction Services 3200 Cobb Galleria Parkway, Suite 205 Atlanta, GA 30339 PH: 770.953.9400 FAX: 770.859.9812

VENDOR:

	PURCHAS	E ORDI	ER
PURCHAS	E ORDER NUMBER	REVISION	PAGE
5448	8	0	1 of 1
This P order a	urchase Order Num acknowledgements and corresp	, packing list	pear on all s, cartons,
SHIP TO:			
	306 Woodland Dri La Place,LA 7006 United States		
BILL TO:	PO BOX 724267 Atlanta ,GA 31139 United States	9	
FED ID#:	030427091		

UPPLIE	R NO.	PROJECT#	DATE OF ORDER/			REVISED DATE/BU	TER		
53780		23211	27-APR-04 SHIP METHOD	Maxwell, L		F.O.B			
	IT TERMS		SHIP WETHOD			FOB DESTINA	FOB DESTINATION		
Net 3 REIGH	EIGHT TERMS		REQUESTOR/DELIVERY Huddleston, Richard M.			(866) 234-6704	CONFIRM TO/TELEPHONE (866) 234-6704		
			DELIVERY	QUANTITY	иом	UNIT PRICE	EXTENDED		
TEM	PART NUMBER/DE	ESCRIPTION	DATE	QUANTITY -			<u> </u>	-	
1	tower modifications		27-APR-04				10,155.00		
	o SHIP TO:							Ì	
	Address at top of pa	age							
							ı.		
				:					
Fo	 r questions regar	ding this PO, please	contact your Projec	t Manager		TOTAL	10,155.00	0	
			ally and favod to the	number liete	d helow	,			
This	document was d	uplicated electronica	ang ang taxed to the	Hullibel liste	a pelow	AUTHOR	ZED SIGNATURE		
Sup	plier Fax#: (319)	Z3Z-0114		10 111					

- AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior agreements.
- 2. TIME. Time is of the essence of this Order.
- 3. ACCEPTANCE. This Order shall be acknowledged and becomes a binding contract subject to the terms set forth herein when acknowledged in writing or upon commencement of performance by Seller. No change in the Order shall be valid unless agreed to in writing and signed by an authorized representative of ATC.
- 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the term "goods" shall mean and include all supplies, materials, work, services, equipment or other items whatsoever to be furnished by Seller under this Order.
- 5. INSPECTION. Notwithstanding any prior inspection or test, payment or receiving document, goods are subject to final inspection and acceptance at the destination for delivery stated herein. Payment for goods shall not constitute acceptance.
- 6. WARRANTIES. (a) Notwithstanding inspection and acceptance by ATC of goods furnished under this Order or any provision of this Order concerning the conclusiveness thereof, Seller warrants that all goods furnished will be merchantable quality, will be fit for the purpose intended, and will be free from defects in material, workmanship and design, and conform in all aspects with the specifications and requirements of this Order.
- (b) Seller further warrants that all material and equipment furnished will be of the highest workmanlike quality and acceptable to ATC.
- (c) All Warranties hereunder shall be for a period of one (1) year from the date of delivery or the placement in service of the goods, whichever is later, and shall be warranties of future performance for each warranty year.
- (e) In the event of a breach of warranty hereunder, ATC may, at no increase in Order price or other cost to ATC, either: (1) require the prompt correction or replacement of defective or otherwise nonconforming goods or parts thereof, along with such new or revised data as is associated with the corrective action taken; or (2) retain such goods, whereupon the price thereof shall be reduced by an amount equitable under the circumstances; or (3) correct or replace such goods with similar goods, by contract or otherwise, and charge to Seller for all additional costs caused thereby to ATC (f) Any goods or parts thereof corrected or furnished in replacement pursuant to this clause shall be subject to all the provisions of this clause to the same extent as goods
- initially delivered. The warranty with respect to such goods or parts thereof shall be equal in duration to the initial warranty period and shall run from the date of delivery or placement in service of such corrected or replaced goods, whichever is later. (g) ATC approval of Seller-generated designs, drawings or other technical documents shall in no way relieve Seller of its obligations under this or any other clause of this
- 7. UNDERTAKINGS. In all cases wherein ATC is a prime or subcontractor to an Owner and the items hereunder are required by the Prime Contract, then Seller undertakes to ATC all obligations with respect to the items as ATC as subcontractor or as prime contractor, as the case may be, undertakes to the prime contractor or the Owner.
- 8. SCHEDULE & EXPEDITING. Seller shall keep ATC informed as to the status of the items hereunder and Seller's schedule of activities to assure delivery by the time required herein. Without any responsibility to do so, ATC reserves the right to take steps to expedite acquisition, production and/or shipment of the items, if, in ATC's sole judgment, delivery of the completed items by the date required becomes doubtful Seller shall reimburse ATC for all costs it may incur in expediting acquisition, production or shipment of the items.
- 9. CHANGES. ATC reserves the right at any time prior to delivery, by written order, to cancel, suspend, revise or change the goods or quantity of goods to be furnished by Seller hereunder, and in no event shall ATC be responsible for loss of anticipated profits or consequential damages. In the event of a revision to this Order by ATC, ATC shall be responsible only for the price of the goods accepted. Any increase in the price of the goods resulting from a revision is subject to the approval of ATC. Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" clause hereof. Pending resolution of the dispute, the Seller shall not be excused from proceeding with the order
- as changed
- 10. BANKRUPTCY. ATC may terminate this Purchase Order in whole or in part by written notice: (a) if the Seller shall become insolvent or make a general assignment for the benefit of creditors; or (b) if a petition under any bankruptcy act or similar statute is filed by or against the Seller and is not vacated within ten (10) days after it is filed. 11. PRICES. Seller warrants that the prices of the items covered by this Order are not
- in excess of Seller's lowest prices in effect on the date of this Order for comparable quantities of similar items or services, and are not in excess of prices charged by Seller for similar items to Seller's most favored customers.
- 12. INVOICING AND PAYMENT. A separate invoice shall be issued for each shipment. Unless otherwise specified, an invoice shall not be issued prior to shipment of items and payment will not be made prior to receipt and acceptance of the items and a correct invoice. Credit and discount periods shall be computed from the date of receipt of the correct invoice to the date ATC's check is mailed. Unless freight and other charges are separately itemized, discount shall be taken on full amount of invoice.

- ASSIGNMENT. Neither this Order nor any interest herein nor claim thereunder shall be assigned or transferred by Seller, except as expressly authorized in writing by ATC. 14. ADVERTISING AND PUBLICITY. Seller shall not, without written consent of ATC. publish the fact that ATC has placed this order with Seller, or release any information relative thereto. Seller shall not use the name of ATC or its parent organization, American Tower, Inc., or affiliates in any advertising or promotional literature.
- 15. PATENT INFRINGEMENT. Seller agrees to indemnify, defend and hold harmless ATC, its officers, agents, employees, successors and assigns against loss, damage or liability, including costs, expenses and attorney's fees on account of any suit, claim judgment or demand involving the alleged infringement of any patent rights in the manufacture, delivery, use or disposition of any item or material supplied hereunder.
- 16. INDEMNITY. The Seller shall defend, save and hold ATC harmless from and against all suits or claims arising out of or relating to manuals, writings or the design of the goods furnished hereunder whether based upon any alleged injury to or death of any persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of the work or thereafter, whether such claims shall be made by an employee of the Seller, or by any other person. The Seller shall, at its own cost and expense, pay all costs incurred by ATC in connection therewith. If any judgment shall be rendered against ATC in any such action, the Seller shall satisfy and discharge the same without cost or expense to ATC.
- 17. CONSÉQUENTIAL DAMAGES. Notwithstanding any other provision herein, ATC shall under no circumstances be responsible to Seller for any consequential, indirect or special damages.
- 18. DELIVERY. Delivery shall be to the project site Free on Board (F.O.B.) unless otherwise designated in this Order.
- 19. TITLE AND RISK OF LOSS. Title to and risk of loss on all goods shipped by Seller to ATC shall not pass to ATC until ATC inspects and accepts such goods at the location designated by ATC.
- 20. TAXES. Except as otherwise provided in this Order, the prices herein include all federal, state and local taxes applicable to the goods purchased herein. All taxes shall be listed separately on Seller's invoice. If not listed, Seller assumes responsibility for their payment and shall indemnify and hold ATC harmless from all tax liability arising out of or related to the Order.
- 21. DISPUTES. Either party may litigate any dispute arising under or related to this Order or the breach thereof in a court of competent jurisdiction. Pending settlement of any such dispute by agreement or a final judgment, Seller shall proceed diligently with the performance hereof according to ATC's direction.
- 22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state and federal laws and executive orders and regulations issued pursuant thereto and agrees to indemnify ATC against any liability, loss, cost, damage or expense by reason of Seller's violation of this provision.
- 23. GOVERNING LAW. This Order shall be governed by the laws of the Commonwealth of Massachusetts.
- 24. SEVERABILITY. If any provision of this Order, or any part thereof, shall be invalid or unenforceable, such provision or part shall be deemed severed, and the remainder hereof shall be given full force and effect.
- 25. GOVERNMENT WORK. Seller agrees that any part of the articles or work hereby ordered which is intended for use on Government work shall, at all times, be subject to such changes, suspensions, terminations, and cancellation of the uncompleted portion as the Government requires. Seller shall not be entitled to any additional compensation for complying with such acts by the Government unless compensation is paid by the Government to the prime contractor for Seller's additional costs, and only to the extent compensation is so paid. Seller agrees to comply with all applicable statutes and valid governmental rules, regulations, requirements, provisions and conditions required by law to be included in this order, which are expressly incorporated herein. MISCELLANEOUS PROVISIONS. A Seller shall comply with the Fair Labor
- Standards Act, particularly sections 6, 7 and 12 thereof, and all other applicable Federal, state and local laws, regulations and orders and shall, upon request, furnish to Buyer a certificate to such effect. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the Employment of the Handicapped clause in Title 20, Part 741.3 of the Code of Federal Regulations, listing of Employment Openings for Veterans clause in Title 41, Part 50-250.2, of the code of Federal Regulations and Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250, of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. When applicable, Seller shall not discriminate against any employee or applicant for employment because of physical or mental handicap; and shall establish an affirmative action program applicable thereto, all as set forth in Part 741, Subchapter C, Chapter VI, Title 20 of the Code of Federal Regulations.
- 27. ACCEPTANCE OF ORDER. By accepting this Order, Seller accepts all terms and conditions printed on both the face and reverse side hereof, and to all riders and attachments hereto issued by ATC, notwithstanding any proposal of the Seller for additional or different terms which shall not become part of this Order unless expressly agreed to in writing by ATC.

ATC Construction Services 3200 Cobb Galleria Parkway, Suite 205 Atlanta, GA 30339 PH: 770.953.9400 FAX: 770.859.9812

VENDOR:

	PURCHAS	E ORDI	ER
PURCHAS	E ORDER NUMBER	REVISION	PAGE
54316	6	1	1 of 1
This Proor a	urchase Order Num icknowledgements and corresp	, packing list	pear on all s, cartons,
SHIP TO:			
	6706 N. 9th Avenu Pensacola,FL 325 United States		
BILL TO:	PO BOX 724267		
	Atlanta ,GA 31139 United States	ð	
FED 10 #:	030427091		

UPPLIER NO.	PROJECT#	DATE OF ORDER/ 23-APR-04	Maxwell, L		REVISED DATE/BU 27-SEP-04	Maxwell, L	
53780	23061	SHIP METHOD	indxivon, =		F.O.B		
NMENT TERMS Net 30 EIGHT TERMS				FOB DESTINA		_	
		REQUESTOR/DEL Bell, Troy	REQUESTOR/DELIVERY Bell, Troy			CONFIRM TO/TELEPHONE (866) 234-6704	
TEM PART NUMBER/D	ESCRIPTION	DELIVERY DATE	QUANTITY	иом	UNIT PRICE	EXTENDED	1
UWF HOSPITAL - PI TURN KEY INSTAI CONSISTING OF ELECTRICAL, GRO SLAB EXTENSION WORK o SHIP TO: Address at top of p	LATION DUNDING, , AND A&L	23-APR-04				5,023.34	1
For questions regar	ding this PO, please	contact your Project	t Manager		TOTAL	5,023.34	34
This document was o Supplier Fax#: (319)	luplicated electronic	ally and faxed to the	number liste	d below		ZED SIGNATURE	_

- AGREEMENT. This Purchase Order (Order), including the terms and conditions on the face and reverse side hereof and any attachments hereto, contains the complete agreement between American Tower, Inc. (ATC) and the Seller and supersedes all prior agreements.
- 2. TIME. Time is of the essence of this Order.
- 3. ACCEPTANCE. This Order shall be acknowledged and becomes a binding contract subject to the terms set forth herein when acknowledged in writing or upon commencement of performance by Seller. No change in the Order shall be valid unless agreed to in writing and signed by an authorized representative of ATC.
- 4. DEFINITIONS. As used herein, the term "contract" shall mean this Order, and the term "goods" shall mean and include all supplies, materials, work, services, equipment or other items whatsoever to be furnished by Seller under this Order.
- 5. INSPECTION. Notwithstanding any prior inspection or test, payment or receiving document, goods are subject to final inspection and acceptance at the destination for delivery stated herein. Payment for goods shall not constitute acceptance.
- 6. WARRANTIES. (a) Notwithstanding inspection and acceptance by ATC of goods furnished under this Order or any provision of this Order concerning the conclusiveness thereof, Seller warrants that all goods furnished will be merchantable quality, will be fit for the purpose intended, and will be free from defects in material, workmanship and design, and conform in all aspects with the specifications and requirements of this Order.
- (b) Seller further warrants that all material and equipment furnished will be of the highest workmanlike quality and acceptable to ATC.
- (c) All Warranties hereunder shall be for a period of one (1) year from the date of delivery or the placement in service of the goods, whichever is later, and shall be warranties of future performance for each warranty year.
- (e) In the event of a breach of warranty hereunder, ATC may, at no increase in Order price or other cost to ATC, either: (1) require the prompt correction or replacement of defective or otherwise nonconforming goods or parts thereof, along with such new or revised data as is associated with the corrective action taken; or (2) retain such goods, whereupon the price thereof shall be reduced by an amount equitable under the circumstances; or (3) correct or replace such goods with similar goods, by contract or otherwise, and charge to Seller for all additional costs caused thereby to ATC. (f) Any goods or parts thereof corrected or furnished in replacement pursuant to this clause shall be subject to all the provisions of this clause to the same extent as goods initially delivered. The warranty with respect to such goods or parts thereof shall be
- equal in duration to the initial warranty period and shall run from the date of delivery or placement in service of such corrected or replaced goods, whichever is later.

 (g) ATC approval of Seller-generated designs, drawings or other technical documents shall in no way relieve Seller of its obligations under this or any other clause of this
- 7. UNDERTAKINGS. In all cases wherein ATC is a prime or subcontractor to an Owner and the items hereunder are required by the Prime Contract, then Seller undertakes to ATC all obligations with respect to the items as ATC as subcontractor or as prime contractor, as the case may be, undertakes to the prime contractor or the Owner.
- 8. SCHEDULE & EXPEDITING. Seller shall keep ATC informed as to the status of the items hereunder and Seller's schedule of activities to assure delivery by the time required herein. Without any responsibility to do so, ATC reserves the right to take steps to expedite acquisition, production and/or shipment of the items, if, in ATC's sole judgment, delivery of the completed items by the date required becomes doubtful. Seller shall reimburse ATC for all costs it may incur in expediting acquisition, production or shipment of the items.
- 9. CHANGES. ATC reserves the right at any time prior to delivery, by written order, to cancel, suspend, revise or change the goods or quantity of goods to be furnished by Seller hereunder, and in no event shall ATC be responsible for loss of anticipated profits or consequential damages. In the event of a revision to this Order by ATC, ATC shall be responsible only for the price of the goods accepted. Any increase in the price of the goods resulting from a revision is subject to the approval of ATC. Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" clause hereof. Pending resolution of the dispute, the Seller shall not be excused from proceeding with the order.
- as changed.
- 10. BANKRUPTCY. ATC may terminate this Purchase Order in whole or in part by written notice: (a) if the Seller shall become insolvent or make a general assignment for the benefit of creditors; or (b) if a petition under any bankruptcy act or similar statute is filed by or against the Seller and is not vacated within ten (10) days after it is filed.

 11. PRICES. Seller warrants that the prices of the items covered by this Order are not in excess of Seller's lowest prices in effect on the date of this Order for comparable quantities of similar items or services, and are not in excess of prices charged by Seller for similar items to Seller's most favored customers.
- 12. INVOICING AND PAYMENT. A separate invoice shall be issued for each shipment. Unless otherwise specified, an invoice shall not be issued prior to shipment of items and payment will not be made prior to receipt and acceptance of the items and a correct invoice. Credit and discount periods shall be computed from the date of receipt of the correct invoice to the date ATC's check is mailed. Unless freight and other charges are separately itemized, discount shall be taken on full amount of invoice.

- 13. ASSIGNMENT. Neither this Order nor any interest herein nor claim thereunder shall be assigned or transferred by Seller, except as expressly authorized in writing by ATC. 14. ADVERTISING AND PUBLICITY. Seller shall not, without written consent of ATC, publish the fact that ATC has placed this order with Seller, or release any information relative thereto. Seller shall not use the name of ATC or its parent organization, American Tower, Inc., or affiliates in any advertising or promotional literature.
- 15. PATENT INFRINGEMENT. Seller agrees to indemnify, defend and hold harmless ATC, its officers, agents, employees, successors and assigns against loss, damage or liability, including costs, expenses and attorney's fees on account of any suit, claim, judgment or demand involving the alleged infringement of any patent rights in the manufacture, delivery, use or disposition of any item or material supplied hereunder.
- 16. INDEMNITY. The Seller shall defend, save and hold ATC harmless from and against all suits or claims arising out of or relating to manuals, writings or the design of the goods furnished hereunder whether based upon any alleged injury to or death of any persons or damage to property that may occur, or that may be alleged to have occurred in the course of the performance of the work or thereafter, whether such claims shall be made by an employee of the Seller, or by any other person. The Seller shall, at its own cost and expense, pay all costs incurred by ATC in connection therewith. If any judgment shall be rendered against ATC in any such action, the Seller shall satisfy and discharge the same without cost or expense to ATC.
- 17. CONSEQUENTIAL DAMAGES. Notwithstanding any other provision herein, ATC shall under no circumstances be responsible to Seller for any consequential, indirect or special damages.
- 18. DELIVERY. Delivery shall be to the project site Free on Board (F.O.B.) unless otherwise designated in this Order.
- 19. TITLE AND RISK OF LOSS. Title to and risk of loss on all goods shipped by Seller to ATC shall not pass to ATC until ATC inspects and accepts such goods at the location designated by ATC.
- 20. TAXES. Except as otherwise provided in this Order, the prices herein include all federal, state and local taxes applicable to the goods purchased herein. All taxes shall be listed separately on Seller's invoice. If not listed, Seller assumes responsibility for their payment and shall indemnify and hold ATC harmless from all tax liability arising out of or related to the Order.
- 21. DISPUTES. Either party may litigate any dispute arising under or related to this Order or the breach thereof in a court of competent jurisdiction. Pending settlement of any such dispute by agreement or a final judgment, Seller shall proceed diligently with the performance hereof according to ATC's direction.
- 22. COMPLIANCE WITH LAWS. Seller agrees to comply with all applicable local, state and federal laws and executive orders and regulations issued pursuant thereto and agrees to indemnify ATC against any liability, loss, cost, damage or expense by reason of Seller's violation of this provision.
- 23. GOVERNING LAW. This Order shall be governed by the laws of the Commonwealth of Massachusetts.
- 24. SEVERABILITY. If any provision of this Order, or any part thereof, shall be invalid or unenforceable, such provision or part shall be deemed severed, and the remainder hereof shall be given full force and effect.
- 25. GOVERNMENT WORK. Seller agrees that any part of the articles or work hereby ordered which is intended for use on Government work shall, at all times, be subject to such changes, suspensions, terminations, and cancellation of the uncompleted portion as the Government requires. Seller shall not be entitled to any additional compensation for complying with such acts by the Government unless compensation is paid by the Government to the prime contractor for Seller's additional costs, and only to the extent compensation is so paid. Seller agrees to comply with all applicable statutes and valid governmental rules, regulations, requirements, provisions and conditions required by law to be included in this order, which are expressly incorporated herein.
- 26. MISCELLANEOUS PROVISIONS. A Seller shall comply with the Fair Labor Standards Act, particularly sections 6, 7 and 12 thereof, and all other applicable Federal, state and local laws, regulations and orders and shall, upon request, furnish to Buyer a certificate to such effect. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the Employment of the Handicapped clause in Title 20, Part 741.3 of the Code of Federal Regulations, listing of Employment Openings for Veterans clause in Title 41, Part 50-250.2, of the code of Federal Regulations and Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250, of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. When applicable, Seller shall not discriminate against any employee or applicant for employment because of physical or mental handicap; and shall establish an affirmative action program applicable thereto, all as set forth in Part 741, Subchapter C, Chapter VI, Title 20 of the Code of Federal Regulations.
- 27. ACCEPTANCE OF ORDER. By accepting this Order, Seller accepts all terms and conditions printed on both the face and reverse side hereof, and to all riders and attachments hereto issued by ATC, notwithstanding any proposal of the Seller for additional or different terms which shall not become part of this Order unless expressly agreed to in writing by ATC.